

Lori A. Shibinette Commissioner

> Katja S. Fox Director

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9544 1-800-852-3345 Ext. 9544 Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 26, 2020

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing **sole source** agreement with the National Alliance on Mental Illness New Hampshire, (Vendor #166630), 85 North State Street, Concord, NH 03301, to provide peer education, family mutual support and suicide prevention services by increasing the price limitation by \$329,233 from \$4,161,643 to \$4,490,876, effective upon Governor and Executive Council approval, with no change to the contract completion date of June 30, 2021. 87.9% Federal Funds. 12.1% General Funds.

This agreement was originally approved by the Governor and Executive Council on August 5, 2015 (Item #28), and subsequently amended on November 25, 2015 (Item AG Approved), January 18, 2017 (Item #17), June 21, 2017 (Item #39A) and June 5, 2019 (Item #12).

Funds are available in the following account for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See fiscal details attached.

EXPLANATION

This request is **sole source** because the Contractor has a unique ability to provide family mutual support and suicide prevention services statewide through its association with the National Alliance on Mental Illness.

The purpose of this request is to continue providing family mutual support and suicide prevention services through support, education and advocacy for people affected by mental illness and early serious mental illness and psychosis, and to expand statewide crisis and advocacy trainings for peers.

More than 330 individuals and families will be served from July 1, 2020 through June 30, 2021.

The National Alliance on Mental Illness New Hampshire provides peer-run support groups, education classes, trainings, and advocacy opportunities for individuals and families affected by mental illness throughout the state. The National Alliance on Mental Illness New Hampshire also

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runs a statewide educational and referral warmline for individuals and families that need support navigating the mental health system.

The Contractor also hosts an array of trainings on best practices for suicide prevention and post intervention. Additional trainings will be provided for peers around crisis intervention and suicide interventions as well as peer leadership trainings. Services provided by the National Alliance on Mental Illness New Hampshire allow access to specialized suicide prevention training needed to support individuals who have severe and persistent mental illness at risk of suicide. Individuals and families affected by mental illness have opportunities for one-to-one and group support in communities across the state.

The Contractor will provide supports, educational programs, and public awareness initiatives, with the shared goal of improving outcomes for adults affected by the COVID-19 pandemic and in need of information about mental health and co-occurring mental health and substance use disorder treatment and youth and young adults affected by first episode psychosis and early serious mental illness.

The Department will monitor the National Alliance on Mental Illness New Hampshire's to deliver contracted services by ensuring the contractor provides:

- NH Lived Experience Workforce Advancement plan and outreach materials to expand the incorporation of peer support into the healthcare system;
- A statewide public awareness campaign to recognize first episode psychosis and early serious mental illness, and communicate these conditions are treatable and recovery is the expectation;
- An online Family Support Group for first episode psychosis and early serious mental illness specific; and
- Schedule, host, manage, and convene the monthly first episode psychosis and early serious mental illness Stakeholder Workgroup, to include sharing the impact of COVID-19 on their population experiencing first episode psychosis and early serious mental illness.
- The following training opportunities:
 - An Activating Hope series two-day event and a follow-up workshop for Department of Health and Human Services staff that includes an Activating Hope Policy and Strategy Action Group provided by Eduardo Vega.
 - Peer-to-Peer education program for ten (10) youth and adult participants.
 - A week-long Crisis Intervention Team training, including an Early Psychosis module, for twenty (20) participants.
 - A Connect Suicide Prevention training for thirty (30) Peer Support Agency staff.

Should the Governor and Executive Council not authorize this request, there may not be adequate support services for families of individuals with severe and persistent mental illness, or for parents and families of children with serious emotional disturbances who are trying to navigate the mental health system. Additionally, families, peers, and mental health professionals may not have opportunities to participate in training; support group leadership; and advocacy networks that assist them to help prevent suicide, or to help individuals affected by suicide.

Area served: Statewide-

Source of Funds: 12.1% General Funds, 87.9% Federal Funds CFDA# 93.958 / FAIN# B09SM010035-19.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 3

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted

Lori A. Shibinette Commissioner

Family Mutual Support & Suicide Prevention Services FINANCIAL DETAIL ATTACHMENT SHEET

05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY MUTUAL SUPPORT SERVICES

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102-500731	Contracts for Program Services	92207012	\$474,999.65	\$0	\$474,999.65
2017	102-500731	Contracts for Program Services	92207012	\$474,999.35	\$0	\$474,999.35
			Subtotal:	\$949,999	\$ 0	\$949,999

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102-500731	Contracts for Program Services	49053316	\$166,620	\$0	\$166,620
2017	102-500731	Contracts for Program Services	49053316	\$83,380	\$0	\$83,380
		-	Subtotal:	\$250,000	\$0	\$250,000

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILDREN YOUTH & FAMILIES, STAY GRANT

SFY	Class/ Account	Class/ Account Class Title		Current Modified Budget	Increased (Decreased) Amount)	Revised Modified Budget
2017	563-500915 Community Based Services		N/A	\$264,408	\$0	\$264,408
			Subtotal:	\$264,408	\$0	\$264,408

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, BUREAU OF CHILDREN'S BEHAVIORAL HEALTH SYSTEM OF CARE

SF	Y	Class/ Account	Class T	itle	Job Number	Current Modified Budget	(Decreased)	Revised Modified Budget
1			4			Duaget	Amount	Badget

2018	072-509073	Grants-Federal	92102100	\$44,009	\$0	\$44,009
2018	102-500731	Contracts for Program Services	92102053	\$308,534	\$0	\$308,534
2019	102-500731 Contracts for Program Services		92102053	\$308,534	\$0	\$308,534
	-		Subtotal:	\$661,077	\$0	\$661,077

05-95-92-922010-4119 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, FAMILY MUTUAL SUPPORT SERVICES

SFY	Class/ Account Class Title		Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	92204119	\$475,137	\$0	\$475,137
2019	102-500731	Contracts for Program Services	92204119	\$475,137	\$0	\$475,137
2020	102-500731	Contracts for Program Services	92204119	\$477,637	\$20,000	\$497,637
2021	102-500731	Contracts for Program Services	92204119	\$477,637	\$20,000	\$497,637
			Subtotal:	\$1,905,548	\$40,000	\$1,945,548

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT - TA

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	92234120	\$130,611	\$97,489	\$228,100
2021	102-500731	Contracts for Program Services	92234120	\$0	\$31,986	\$31,986
			Subtotal:	\$130,611	\$129,475	\$260,086

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT - FEP

SFY Class/ Account Class Title Jo	Job Number Current Modif Budget	ied Increased (Decreased) Amount Revised Modified Budget
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			Grand Total	\$4,161,643	\$329,233	\$4,490,876
			Subtotal:	\$0	\$159,758 .	\$159,758
2021	102-500731	Contracts for Program Services	92224120	\$ 0	\$159,758	\$159,758



State of New Hampshire Department of Health and Human Services Amendment #5 to the Family Mutual Support & Suicide Prevention Services Contract

This 5th Amendment to the contract (hereinafter referred to as "Amendment #5") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH, 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), as amended and approved by the Office of the Attorney General on November 25, 2015, as amended and approved by the Governor and Executive Council on January 18, 2017 (Item #17), as amended and approved by the Governor and Executive Council on June 21, 2017 (Item #39A), as amended and approved by the Governor and Executive Council on June 5, 2019 (Item #12) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #5 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- 1. Form P-37, General Provisions, Block 1.6 Account Number, to read:
 - 05-95-92-922010-41190000-102-500731
 - 05-95-92-922010-41200000-102-500731
- Form P-37, General Provisions, Block 1.8 Price Limitation, to read:
 \$4,490,876
- 3. Modify Exhibit A-1 Amendment #4, Additional Scope of Services, Section 1. Provisions Applicable to all Services, Subsection 1.3., to read:
 - 1.3. The Contractor shall provide supports, educational programs, and public awareness initiatives, with the shared goal of improving outcomes for individuals and families affected by mental illness, including specific efforts to target youth and young adults affected by first episode psychosis (FEP) and early serious mental illness (ESMI).
- 4. Modify Exhibit A-1 Amendment #4, Additional Scope of Services, Section 2. Scope of Services, Subsection 2.1., Paragraph 2.1.4., to read:
 - 2.1.4. No less than (1) additional eight (8) session Peer-to-Peer education class, taught by trained teachers with lived experience, will be presented for young adults who have experienced FEP or ESMI, and are looking to better understand themselves and their recovery, addressing especially symptoms related to the isolation and restrictions accompanying the COVID-19 pandemic.
- 5. Add Exhibit A-1 Amendment #4, Additional Scope of Services, Section 2. Scope of Work,

 NAMI New Hampehire

 Amendment #5

 Contractor initials

6S-2015-BBH-00-NAMI-01-A05

Amendment #5
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Date 5/19/20



Subsection 2.5. Crisis Intervention Team, to read:

- 2.5. The Contractor shall provide one (1) forty (40) hour community-focused Crisis Intervention Team (CIT) Training, implemented as a community-based model utilizing local experts; community stakeholders; and community partners in mental health to develop strategies to re-direct individuals in crisis away from the judicial system and into community-based treatment, whenever appropriate. The Contractor shall ensure:
 - 2.5.1. The CIT highlights best practices, improves community partnerships and assists communities with developing processes to serve individuals affected by mental illness with respect and dignity.
 - 2.5.2. Individuals participating in CIT:
 - 2.5.2.1. Understand common signs and symptoms of mental illnesses, psychosis, and co-occurring disorders;
 - 2.5.2.2. Recognize signs and symptoms that represent a crisis situation;
 - 2.5.2.3. Are able to safely de-escalate individuals experiencing psychosis and other mental health crises; and
 - 2.5.2.4. Utilize community resources and diversion strategies to provide assistance to individuals experiencing psychosis and other mental health crises.
 - 2.5.3. Local experts, community stakeholders and community experts include, but are not limited to:
 - 2.5.3.1. Mental health providers.
 - 2.5.3.2. CIT-trained law enforcement.
 - 2.5.3.3. First Responders.
 - 2.5.3.4. Advocates and people with lived experience.
 - 2.5.3.5. Peer program representatives.
 - 2.5.3.6. The Critical Incident Stress Management (CISM) Team.
- 6. Add Exhibit A-1 Amendment #4, Additional Scope of Services, Section 2. Scope of Services, Subsection 2.6., to read:
 - 2.6. The Contractor shall provide a minimum of one (1) in-person Connect Suicide Prevention Training to thirty (30) Peer Support Agency staff. The Contractor shall ensure the training includes, but is not limited to:
 - 2.6.1. Protocols for sustainability.
 - 2.6.2. Building an intersystem safety net by bringing community stakeholders together in a public health approach.
 - 2.6.3. Connect Suicide Prevention Training key components that include:
 - 2.6.3.1. Lethal means reduction;
 - 2.6.3.2. Safe messaging; and
 - 2.6.3.3. Stigma reduction.
- 7. Add Exhibit A-1 Amendment #4, Additional Scope of Services, Section 2. Scope of Services,

NAMI New Hampshire SS-2016-BBH-00-NAMI-01-A05 Amendment #5

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Subsection 2.7. Technical Assistance Activities, to read:

- 2.7. Technical Assistance Activities:
 - 2.7.1. Technical assistance presentation by Eduardo Vega shall include, but not be limited to:
 - 2.7.1.1. One (1) two (2) day Activating Hope support series;
 - 2.7.1.2. One (1) day Activating Hope follow up workshop to internal Department staff, to include:
 - 2.7.1.2.1. Activating Hope Policy group; and
 - 2.7.1.2.2. Strategy Action group.
 - 2.7.1.3. Development of NH Lived Experience Workforce Advancement plan.
 - 2.7.2. National Alliance on Mental Illness New Hampshire will engage with peer leaders in the development and promotion of outreach materials to promote incorporation of peer support into the healthcare system.
- 8. Modify Exhibit A-1 Amendment #4, Additional Scope of Services, Section 2. Scope of Work, Subsection 2.7. FEP and ESMI Activities, to read:
 - 2.7. The Contractor shall submit a work plan to the Department within thirty (30) days of the contract start date, to include but not be limited to:
 - 2.7.1. Stakeholder work group to include:
 - 2.7.1.1. Schedule;
 - 2.7.1.2 Designated host; and
 - 2.7.1.3. Method(s) to manage work group.
 - 2.7.2. Education to include, but not be limited to:
 - 2.7.2.1. Focused implementation of existing NAMI programs, such as NAMI Basics;
 - 2.7.2.2. Peer-to-peer, as outlined in Subsection 2.1.;
 - 2.7.2.3. Crisis intervention Team, as outlined in Subsection 2.5.; and
 - 2.7,2.4. Facebook group(s) that is FEP or ESMI specific.
 - 2.7.5. The following campaigns shall continue to:
 - 2.7.5.1. Expand public awareness efforts to include adults, children, and families of those experiencing mental illness and individuals and families experiencing Early Serious Mental Illness that may include psychotic features:
 - 2.7.5.2. Anti-stigma, including self-stigma;
 - 2.7.5.3 Web-based public awareness efforts; and
 - 2.7.5.4 Outreach and education for individuals with severe mental lilness, and the general public, including healthcare providers, who are affected by the COVID-19 pandemic and in need of mental health and or co-occurring mental health and substance use services.
- 9. Modify Exhibit B-1 Amendment #4, Family Mutual Support Services Budget by deleting it in its entirety and replacing it with Exhibit B-1 Amendment #5, SFY 2020 Family Mutual Support

NAMI New Hampshire Amendment #5 Contractor Initials SS-2015-BBH-00-NAMI-01-A05 Page 3 of 6 Date



Services Budget, attached hereto and incorporated by reference herein

- 10. Modify Exhibit B-2 Amendment #4, Family Mutual Support Services Budget by deleting it in its entirety and replacing it with Exhibit B-2 Amendment #5, SFY 2021 Family Mutual Support Services Budget, attached hereto and incorporated by reference herein.
- 11. Add Exhibit B-3 Amendment #5, SFY 2020 Peer Education Services Budget, attached hereto and incorporated by reference herein.
- 12. Add Exhibit B-4 Amendment #5, SFY 2021 Peer Education Services Budget, attached hereto and incorporated by reference herein.
- 13. Add Exhibit B-5 Amendment #5, FY 2021 First Episode Psychosis Budget, attached hereto and incorporated by reference herein.

NAMI New Hampshire SS-2015-BBH-00-NAMI-01-A05 Amendment #5

Page 4 of 6

Contractor Initials AN Date 5/19/20



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #5 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Name: Katja S. Fox

Title: Director

NAMI New Hampshire

Name:

Title GRENTIN DIRECTOR

SS-2015-BBH-00-NAMI-01-A05



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

May 28, 2020	O Christopher Marshall	
Date	Mame: Title:	
I hereby certify that the foregothe State of New Hampshire at	ng Amendment was approved by the Governor and Execut the Meeting on: (date of meeting)	ive Coundi o
	OFFICE OF THE SECRETARY OF STATE	
	1	·
Date	Name: Title:	

Exhibit B-1 Amendment #5 SFY 2020 Family Mutual Support Services Budget

Hampshire De			

BiddedProgram Name: NAM! New Harmonhire

Budget Request for: Family Mutual Support Services

Distance of 1017

Budget Period: Upon Governor and Executive Council approve through June 36, 2020

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	Process Direct	indirect	Continue to the second	Direct Live Indirect		Fonds	d by DBH Stocktract stran	
Total Colon data	Post Incremental (C)	Photo: Supplement		locremental Fixed			Controlled to the second	Total
2. Employee Benefits	\$296.657.00	\$35,563,00				\$298.857.00	\$35,563,00	
2. Employee Benefits 3. Consultants	\$91,978.00	\$11,037.00	\$103,015.00			\$91,978.00		\$334,420.0
4. Equipment	\$4,500.00	\$540.00	\$5,040.00			\$4,500.00	\$11,037,00	\$103,015.00
Rental						\$4,500.00	£540.00	\$5,040.0
Repair and Maintenance		<u> </u>			·			
								
Purchase/Depreciation								
5. Supplier								
Educational	\$30,943.00	\$3,833,00	\$34,776.00			570 0 57 00		
Lety	<u> </u>					\$30,943.00	\$3,833.00	\$34,776.00
Pharmacy								
Medical			,					
Office			1					
6. Travel	\$13,100.00	\$1,572.00	\$14,672.00			 		
7. Occupancy					·	\$13,100,00	\$1,572.00	\$14,672,00
8. Current Expenses								
Telephone	\$4,250,00	\$510.00	\$4,760,00				1	
Postage	\$852.00	\$102.00	\$954.00			\$4,250.00	\$510.00	\$4,760.00
Subscriptions						5852.00	\$102.00	\$954.00
Audit and Legal								
Insurance								
Board Expenses								
9. Software								
10. Marketing/Communications					- 	<u> </u>		
11. Staff Education and Training		· ·						
12. Subcontracts/Agreements								
13. Other (specific details mandatory);			· · · · · · · · · · · · · · · · · · ·					
Patient Visits and Travel								
Community Guireach	· · · · · ·		-		 			
Provider Business and Training								
Cultural/Linguistic Support			 ,					
								
Administrative Fee (4), 8%)						 - - - - - - - - - - - -		
TOTAL :	\$444,480,00	\$53,157.00	\$497,637,00	···				
adirect As A Percent of Direct		12.0%		\$OIV/OL	<u> </u>	\$444,480,00	\$53,157,00 12,0%	\$497,637.00

NAMI New Hampshire

Exhibit B-1 Amendment #5

5/19/20

Exhibit B-2 Amendment #5 SFY 2021 Family Mutual Support Services Budget

New	Hampshire	Department	of Health	and Huma	n Services

Bidder/Program Name: NAMI New Hampehire

Budget Request for: Fimily Mutual Support Services

(Manus of RETT)

Budget Period: SFY 2021

	and the second	Fotal Program Cost	A. M. Jan Garage	22 CONTRACTOR CONTRACTOR STATE FILE				
Une fram 1. Total Salary Wayes	Direct Occumental			Oirect indirectal		Check Jane	indirect	Total
1. Total Salary/Wages		\$35,563.00	\$334,420.00		1	\$258.857.00	CONTRACTOR OF	-1-2-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
2. Employee Benefits	\$91,978.00	\$11,037,00	\$103,015.00			\$91,978.00	\$35,563.00	\$334,420.00
1. Consultants	\$4,500.00	\$540.00	\$5,040.00		· · · · · · · · · · · · · · · · · · ·	\$4,500.00	\$11,037,00	\$103,015.00
4. Equipment			T			*********	\$540.00	\$5,040.00
Rental								
Repair and Maintenance								
Purchase/Depreciation			· · · · · · · · · · · · · · · · · · ·					
5. Supplies:			-					
Educational	\$30,943.00	\$3,833.00	\$34,776,00		 	\$30,943,00		
Lab				;		230,943,00	\$3,833.00	\$34,776.00
Pharmacy	J					·		
Medical	1		 			 -		
Office				· ·	 			
6. Travel	\$13,100.00	\$1,572,00	\$14,672.00		+			
7. Occupancy	J					\$13,100.00	\$1,572.00	\$14,672.00
8. Current Expenses		· · · · · · · · · · · · · · · · · · ·			 	 		<u> </u>
Telephone	\$4,250.00	\$510.00	\$4,760.00					
. Postage	\$852,00	\$102.00	\$954.00	· · · · · · · · · · · · · · · · ·		\$4,250.00	\$510.00	\$4,760,00
Subscriptions	1				+	\$852.00	\$105700	\$954,00
Audit and Legal	1 1					· · · · · · · · · · · · · · · · · · ·		
Insurance	1				 	 		
Board Expenses	1 -	······································	1		 	 		
9. Software					 			
10. Marketing/Communications	- 		· · · · · · · · · · · · · · · · · · ·		- 			
11. Staff Education and Training	1				 	 		
12. Subcontracts/Agreements	1							
13. Other (specific details mendatory):								
Patient Visits and Travel					 		~	
Community Outreach				· · · · · · · · · · · · · · · · · · ·	+			
Provider Business and Training					 			
Cultural/Linguistic Support								
Administrative Fee (Ø 8%)	 							
TOTAL	\$444,480,00	\$53,157.00	\$497,537,00	·	 	<u> </u>		
Indirect As A Percent of Direct	,	12.0%	041144	#D(V/Q)	<u> </u>	\$444,480,00	\$53,157.00	\$497,637.00

NAMI New Hampshire

orhibit B-2 Amendment #3

5/19/20

Exhibit B-3 Amendment #5 SFY 2020 Peer Education Services Budget

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			New Hampshire Deg	partment of Health a	nd Human Services				<u>.</u>
			•						
Bidder/Program Name;	NAMI New Hampshire				•			•	•
Budget Request for:	Peer Education Service	15			•		•		
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	Upon G&C approval - J	•						* .	•
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ire tem	Olrect Incremental	Indirect (Lloui	Orect of	indirect	Jod	Direct	ded by Little's contract's	Total
. Total Salary∩Vages	\$17,750	\$1,775	\$19,525		STATE OF THE PROPERTY OF THE P	CONTRACTOR CONTRACTOR	#23 Incremental SAC	Proceedings of	
Employee Benefits	\$6,952						\$17,750		\$19,525
Consultants	\$44,000	\$4,400	\$48,400		 		\$8,952	\$695.00	\$7,647
. Equipment				·	-	 	\$44,000	\$4,400.00	\$48,400
Rental	-				-	1	 		
Repair and Maintenance						i	 		
Purchase/Depreciation									<u> </u>
Supplies:						·	 		
Lab	\$19,925	\$1,992	\$21,917			· · · · · · · · · · · · · · · · · · ·	\$19,925	\$1,992,00	\$21,917
Pharmacy .		<u> </u>	<u> </u>				7.77.	- 4123220	421,317
Medical									
Otfice									
Travel									
Occupancy					<u> </u>			· · · · · · · · · · · · · · · · · · ·	·
Current Eroenses									
Telephone		 	 	· ·					
Postage			 	<u> </u>		ļ			
Subscriptions			 -						
Audit and Legal					—— — ——		ļ		
Insurance		 		·			<u> </u>		
Board Expenses							 		
Software		· ·					 		
0. Marketing/Communications	,								
Staff Education and Training			 –		 				
2. Subcontracts/Agreements					 	 			
Other (specific details mandatory):						 	 		
Detlant Viene and Tax						<u> </u>			

TOTAL

10.00

10.00

NAMI New Hampshire

Exhibit B-3 Amendment #5

5/9/20

\$97,469

Exhibit B-4 Amendment #5 SFY 2021 Peer Education Services Budget

New Hampshire Department of Health and Human Services									
			•						
Blidder/Program Name:	NAMI New Hampshire								
Budget Request for:	Peer Education Services	-							
	(Name of	RPP)		•	,				
Budget Perfod: SFY 2021									
	大学の主義の対象のできる	Total Frogram Cost	のなっていると		Contractor Share 7 Marie	his transmit of the same	THE PERSONNEL OF	ded by DHHS contract's	e de la companya del companya de la companya del companya de la co
ine bem 3.	De Incremental	Flood Broken		Direct Control of the	of sindrest sur-	Total	200 2 Direct	indirect in the second	Total
100 Jaan ji frayes	14,333	\$1,255.30	\$13,808	 			\$12,553	\$1,255.30	\$13,606
Employee Benefits	\$4,916	\$491.60	\$5,408				\$4,916	\$492.00	\$5,408
Consultants	\$2,000	\$200.00	\$2,200				\$2,000	\$200.00	\$2,200
. Equipment:									
Rental	<u> </u>							····	
Roceir and Maintenance	1			<u> </u>	··				
Purchase/Depreciation Supplies:				******	<u> </u>				
Educational									
Lab	\$9,610	\$961.00	\$10,571	<u> </u>		<u> </u>	\$9,610	00,1962	\$10.571
Pharmacy	 				· · · · · · · · · · · · · · · · · · ·				
Medical					·· ····· ·				
Office				·			<u> </u>		<u>-</u>
Travel							ļ		
. Occupancy	i				<u>-</u>				
Current Expenses									
Telephone				•					·
Postage					·		<u> </u>		
Subscriptions									
Audit and Lenal							· —		
Insurance	L								
Board Expenses	· .								
Software	-								
Marketing/Communications	ļ								
Storff Education and Training	ļ								
2. Subcontracts/Agreements	 -								
Other (specific details mandatory):							<u> </u>		
Patient Visits and Travel Community Outreach					 -				
Provider Business and Training						·			
Cultural/Linouistic Support	 -			<u> </u>		·			
Construction and Support				·		<u> </u>	<u>. </u>		

NAMI New Hampshire

obibit B-4 Amendment #5

Page 1 of 1

Exhibit 8-5 Amendment #5 FY 2021 FEP

			•				•		
-			Now Hampshire Dep	partment of Health a	nd Human Services				-
			•	•					
Bidder/Program Name:	NAMI New Hampshire				-			•	
Budget Request for:	First Episode Psychosis	(FEP)							
		al APP)		;	-				
Bodget Period:								•	
	The second	Total Program Cost		Process and the				*	
pre-team Total SafaryWages	Direct 7	indirect Lip of	19 F. C.	atting Direct	e y indirect	() (Total	Olad	iodd by Little Contract a	Total
. Total Salary/Wages	\$93,300	\$23,138.40	\$116,438		The state of the s	The state of the s	ACC SINCREMENTAL CO.	是是是Edition 可是是是	
Employee Benefits	\$37,320		\$37,320				\$93,300	\$23,138,40	\$116,438
L. Consulterra			SO.			 	\$37,320	50.00	\$37,320
L. Equipment								\$0.00	50
Rental									
Repair and Makasnance Purchase/Depractation			·						<u> </u>
. Supplies:									
Educational	\$3,000			<u></u>					
Leb	33,000		\$3,000				\$3,000		\$3,000
Phermacy	·								
Medical					<u> </u>				
Office									
Travel	\$1,740		\$1,740		·				
. Occupancy							\$1,740		\$1,740
Current Expenses							·		
Telephone	51,260		\$1,260	-			- Au Acc		
Postage			,				\$1,260	·	\$1,280
Subscriptions								·	
Audit and Legal									·
Industrice Board Expenses									
Software									
0. Marketing/Communications									
1, Staff Education and Training									
2. Subcontracts/Agreements				·					
3. Other (specific details mandalory);									
Patient Visits and Travel	,								
Community Outreach									
Provider Business and Training									
Cultural/Linguistic Support									

NAMI New Hamoshire

ochibit B-5 Amendment #2

Date 5/9/20

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NAMI NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62349

Certificate Number: 0004917073



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire; this 18th day of May A.D. 2020.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

- I, Russell S. Conte, hereby certify that:
- 1. I am a duly elected Officer of NAMI New Hampshire.
- 2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 18, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kenneth C. Norton is duly authorized on behalf of NAMI New Hampshire to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3//8/20

Sjgnature of Elected Officer

Mame: LUSSELLS, CONTE Title: 15T VF WAME NH BOARD OF DIR.

Rev. 03/24/20

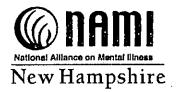


CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

[f SUBROGATION IS WAIVED, subject this certificate does not confer rights to	o the	term	s and conditions of the pe	oiley, e	ertain policles	s may require	NSURED provisions or be an endorsement. A state	endors ment c	od. on
$\overline{}$	DOUCER				CONTA	CT Elogoos	Spinazzola	························ <u>··········</u> ·		·
Εŧ	& S Insurance Services LLC						93-2791	(AC, No):	(BO3) 2	02 7100
21	Meadowbrook Lane				I E-MAIL Classes-II					93-7100
PC	D Box 7425				200,000					
ı	ford			NH 03247-7425	INSURER(9) AFFORDING COVERAGE NAIC #				NAIC #	
INSURED				INSUR	St. de est	ogy Insurance			40070	
	National Alliance on Mental Illn	ers. N	AMI-I	JH .	INSUR	4(10)	28) modratico			42376
l	85 North State Street	,			INSUR					 ,
					INSURI					
L.,	Concord			NH 03301	INSURI				-+	
				NUMBER: 2020				REVISION NUMBER:		,
£ C	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WYD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	1,000	,000 ·
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (En occurrence)	100,0	000
		١.				1 .			5,000)
Α			١.	PHPK2130835		05/07/2020	05/07/2021	PERSONAL & ADVINJURY	1,000	,000
1	GENLAGGREGATE LIMIT APPLIES PER:	1.							3,000	,000
	POLICY PROLICE LOC	١				[]			3,000	
	OTHER:				·			AbMol Cosir, ClasSpc	1,000	,000
	AUTOMOBILE LIABILITY		•					COMBINED SINGLE LIMIT (Es accident)	1,000	,000
	ANYAUTO	ŀ							, 	
Α	OWNED SCHEDULED AUTOS		•	PHPK2130835		05/07/2020	05/07/2021	BODILY INJURY (Per accident)	;	
	HIRED AUTOS ONLY AUTOS ONLY							-PROPERTY DAMAGE (Per accident)	;	<u>-</u> -
•								II SI POUNDILI	: -	
,	WIMBRELLA LIAB OCCUR			,				EACH OCCURRENCE	1,000	,000
Α	EXCESS LIAB CLAIMS-MADE	[PHUB721698	•	05/07/2020	05/07/2021	AGGREGATE		
	DED X RETENTION \$ 10,000]						·	<u></u>	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			, .				PER STATUTE ER		· · ·
В	ANY PROPRIÉTOR/PARTNER/EXECUTIVE N	N/A		TWC3820846		10/10/2019	10/10/2020		500,0	00
	(Mandatory in NH)	"'^	,	11100020040		10/10/2019	10/10/2020	E.L. DISEASE - EA EMPLOYEE	500,0	00
	If yes, describe under DESCRIPTION OF OPERATIONS below				,				500,0	00
					•			-		
								·		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	71, Additional Remarks Schedule,	may bo a	tached if more sp	ece is required)			
				•		•				
	•						,			
				•				• •		
			_	<u> </u>	• ,		•			
CER	TIFICATE HOLDER			•	CANC	ELLATION			·	
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Health and Human Services 129 Pleasant Street SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE						BEFORE				
	Concord			NH 03301			704	3 vironisting	-	
						76	34000 0045	ACCRE CORROR ATION		



NAMI NH Mission, Vision and Guiding Values Adopted January 6, 2018

OUR MISSION: NAMI New Hampshire is a grassroots organization working to improve the lives of all people affected by mental illness and suicide through support, education and advocacy.

OUR VISION: We envision a future where people affected by mental illness have hope, help, and health, and are able to:

- Access the supports and evidence-based treatment necessary for recovery;
- Have a lifespan that is not cut short by suicide or co-occurring conditions; and
- Reach their full potential, living in their communities free from discrimination.

GUIDING VALUES:

- Compassion. We offer compassion and empathy to all who are affected by mental illness and suicide.
- Dignity. We believe everyone deserves to be free from judgment, and strive to foster hope aiways.
- Inclusiveness. We respect people, value the voice of individuals with lived experience, and are committed to equality and diversity.
- Collaboration. We are committed to a culture of teamwork and collaboration with diverse partners, working toward shared goals.
- Integrity. We believe in openness and transparency, stewarding our resources, and being accountable to the individuals and families we serve, our members, and our funders.

NAMI NEW HAMPSHIRE

Financial Statements
June 30, 2019 and 2018

and

Independent Auditor's Report

NAMI NEW HAMPSHIRE

FINANCIAL STATEMENTS June 30, 2019 and 2018

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NDEPENDENT AUDITOR'S REPORT							
FINANCIAL STAT	CEMENTS						
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Statements of Activities	•	4					
Statements of Functional Expenses		5-6					
Statements of Cash Flows	y for	7					
NOTES TO FINANCIAL STATEMENTS		8-16					



CERTIFIED PUBLIC ACCOUNTANTS

608 Chestnut Street • Manchester, New Hampshire 03104 (603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors NAMI New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of NAMI New Hampshire (a nonprofit entity), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NAMI New Hampshire as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Vashon Clubay & Company PC

Manchester, New Hampshire December 29, 2019

NAMI NEW HAMPSHIRE STATEMENTS OF FINANCIAL POSITION June 30, 2019 and 2018

ASSETS	2019	. <u>2018</u> .
CURRENT ASSETS:		
Cash	\$ 239,362	\$ 72,262
Investments	279,143	3 72,262 177,594
Accounts receivable, net	283,749	295,309
Prepaid expenses	5,246	293,309
TOTAL CURRENT ASSETS	807,500	545,165
PROPERTY AND EQUIPMENT:		
Land	290,800	290,800
Building and improvements	1,177,690	1,177,690
Equipment	8,218	8,218
Furniture and fixtures	604	604
	1,477,312	1,477,312
Less accumulated depreciation	(131,034)	(104,147)
PROPERTY AND EQUIPMENT, NET	1,346,278	1,373,165
	·	<u> </u>
OTHER NONCURRENT ASSETS:		
Investments	444,251	425,056
TOTAL OTHER NONCURRENT ASSETS	444,251	425,056
momits to an extension		
TOTAL ASSETS	\$ 2,598,029	\$ 2,343,386
LIABILITIES AND NET ASSETS	•	
CURRENT LIABILITIES:	,	
Accounts payable	\$ 91,892	\$ 95,064
Accrued expenses	120,468	50,479
Mortgage notes payable	33,128	30,166
`TOTAL CURRENT LIABILITIES	245,488	175,709
NONCURRENT LIABILITIES:		
Mortgage notes payable	541,670	593,997
TOTAL NONCURRENT LIABILITIES	541,670	593,997
TOTAL LIABILITIES	787,158	769,706
NET ASSETS:		
Without donor restrictions:	~	
Undesignated	1,366,620	1,088,624
Board designated	444,251	485,056
TOTAL NET ASSETS	1,810,871	1,573,680
TOTAL LIABILITIES AND NET ASSETS	\$_2,598,029	\$ 2,343,386

NAMI NEW HAMPSHIRE STATEMENTS OF ACTIVITIES

For the Years Ended June 30, 2019 and 2018

	<u>2019</u>	2018
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE: Fees and grants from governmental agencies	¢ 1 500 660	C 1 411 071
Contributions	\$ 1,528,669 541,053	\$ 1,411,071 225,894
Interest and dividends	11,539	10,423
Unrealized gains on investments	26,166	28,093
In-kind donations	72,831	10,363
Fundraising events	176,742	138,625
Training services	964,151	644,041
Membership dues	4,675	5,886
Other revenue	17,981	17,948
Net assets released from donor restrictions	17,501	75,000
TOTAL SUPPORT REVENUE		<u> </u>
WITHOUT DONOR RESTRICTIONS	3,343,807	2,567,344
EXPENSES:		
PROGRAM SERVICES:		
Community and Public Policy Relations	141,517 ⁻	135,810
Connect Suicide Prevention Project	333,397	268,531
Public Education	1,879,874	1,527,340
TOTAL PROGRAM SERVICES	2,354,788	1,931,681
SUPPORTING SERVICES:		
Management and general	397,548	316,021
Fundraising and development	354,280	229,766
TOTAL SUPPORTING SERVICES	751,828	545,787
TOTAL EXPENSES	3,106,616	2,477,468
INCREASE (DECREASE) IN NET ASSETS	•	
WITHOUT DONOR RESTRICTIONS	<u>237,191</u>	89,876
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		•
Net assets released from donor restrictions		(75,000)
INCREASE (DECREASE) IN NET ASSETS		
WITH DONOR RESTRICTIONS	¥	<u>(75,000)</u>
CHANGE IN NET ASSETS	237,191	14,876
NET ASSETS - JULY 1	1,573,680	1,558,804
NET ASSETS - JUNE 30	\$ 1,810,871	\$ 1,573,680

NAMI NEW HAMPSHIRE STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2019

		Program	Services	<u> </u>	S	es	,	
SALARIES AND RELATED EXPENSES	Community and Public Policy Relations	Connect Suicide Prevention Project	Public Education	Total Program Services	Management and General	Fundraising	Total Supporting Services	Total <u>Expenses</u>
Salaries	\$ 92,523	\$ 185,296	\$ 1,124,949	\$ 1,402,768	\$ 197,379	\$ 160,624	\$ 358,003	\$ 1,760,771
Employee benefits	8,862	27,361	185,434	221,657	23,070	39,448	62,518	284,175
Payroll taxes	8,427	14,580	91,268	114,275	18,256	11,831	30,087	144,362
·	109,812	227,237	1,401,651	1,738,700	238,705	211,903	450,608	2,189,308.
OTHER EXPENSES:							•	7
Accounting	334	835	4,509	5,678	1,753	5,509	7,262	12,940
Audit fees	438	1,095	5,915	7,448	2,300	1,205	3,505	10,953
Legal and membership fees	330	2,343		2,673	5,290	10,401	15,691	18,364
Contracted services	3,630	8,776	50,724	63,130	17,488	15,255	32,743	95,873
Client services/training		16,197	71,270	87,467	1,488	440	1,928	89,395
Software subscriptions		2,025	24,891	26,9.16	3,621	4,882	8,503	35,419
Staff conferences and conventions	1,865	1, 577	5,265	8,707	1,415		1,415	10,122
Occupancy	1,654	4,134	22,324	28,112	8,681	4,547	13,228	41,340
Office supplies	848	2,945	10,542	14,335	3,852	2,489	6,341	20,676
Maintenance	4,187	10,468	56,577	71,232	21,982	11,515	33,497	104,729
Fundraising/Event supplies	i,648		• •	1,648	2,232	40,446	42,678	44,326
Depreciation	1,075	2,689	14,519	18,283	5,647	2,957	8,604	26,887
Food supplies	2,373	237	5,864	8,474	7,520	14,316	21,836	30,310
Equipment rental	587	1,468	7,929	9,984	3,085	6,377	9,462	19,446
Equipment maintenance	225 -	150	1,299	1,674	5,351	•	5,351	7,025
Advertising		648	332	980	367		367	1,347
Printing				<u>.</u> .	331		331	331
Telephone and Communications	3,478	5,041	33,424	41,943	3,736	6,299	10,035	51,978
Postage and Shipping	60	1,603	587	2,250	2,719	3,836	6,555	8,805
Staff transportation	8,254	42,388	98,646	149,288	498	2,081	2,579	151,867
Insurance	616	1,541	. 8,324	10,481	3,237	5,271	8,508	18,989
Non-cash supplies			12,063	12,063	56,250	4,518	60,768	72,831
Other expenditures	103:		43,219	43,322		33	33	43,355
Total	<u>\$ 141,517</u>	S : 333,397	\$ 1,879,874	\$ 2,354,788	\$ 397,548	\$ 354,280	\$ 751,828	\$ 3,106,616

NAMI NEW HAMPSHIRE STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2018

		Program	Services		Su			
	Community and Public Policy Relations	Connect Suicide Prevention Project	Public Education	Total Program Services	Management and		Total Supporting	Total
SALARIES AND RELATED EXPENSES		Hoject	Educadon	Sel vices	<u>General</u>	Fundraising	Services	Expenses
Salaries	\$ 96,057	\$ 133,847	\$ 891,407	\$ 1,121,311	\$ 166,352	\$. 102,115	\$ 268.467	C 1 200 330
Employee benefits	11,185	30,033	144,811	186,029	25,716	14,944		\$ 1,389,778
Payroll taxes	7,529	10,073	70,363	87,965	15,328	7,968	40,660 23,296	226,689 111,261
- 5,7.0.1	114,771	173,953	1,106,581	1,395,305	207,396	125,027	332,423	1,727,728
OTHER EXPENSES:				•				 -
. Accounting				÷	8,167	2,461	10,628	10,628
Audit fees	860	1,510	8,305	10,675	3,166	1,359	4,525	15,200
Legal and membership fees	50	955	4,157	5,162	6,162	4,167	10,329	15,491
Contracted services	•	7,726	106,291	114,017	18,175	15,044	33,219	147,236
Client services/training	1,654	15,714	61,362	78,730	16,979	9,558	26,537	105,267
Software subscriptions	554	1,220	6,764	8,538	1,552	998	2,550	11,088
Staff conferences and conventions	504	1,107	6,143	7,754	1,410	906	2,316	10,070
Occupancy	1,295	2,332	14,248	17,875	5,699	2,332	8,031	25,906
Office supplies	1,006	1,807	11,334	14,147	3,922	2,688	6,610	20,757
Maintenance	3,701	8,143	40,716	52,560	14,808	6,663	21,471	74,031
Fundraising/Event supplies	97	113	18,177	18,387	25	18,274	18,299	36,686
Depreciation	984	1,770	10,817	13,571	4,328	1,770	6,098	19,669
Food supplies	. 570	91	2,877	. 3,538	7,250	14,272	21,522	25,060
Equipment rental	516	930	6,207	7,653	2,271	930	3,201	10,854
Equipment maintenance	- 150	847	1,581	2,578	3,919	375	4,294	6,872
Advertising			396	396	70	1,637	1,707	2,103
Printing		111		111.	. 50	4,710	4,760	4,871
Telephone and Communications	2,999	3,834	20,498	27,331	2,901	4,836	7,737	35,068
Postage and Shipping	30	1,201	396	1,627	3,635	1,611	5,246	6,873
Staff transportation	5,405	43,972	83,279	132,656	37	4,336	4,373	137,029
Insurance	664	1,195	7,479	9,338	2,922	1,195	4,117	13,455
Non-cash supplies		•	7,039	7,039	204	3,120	3,324	10,363
Other expenditures		•	2,693	2,693	973	1,497	2,470	5,163
Total	<u>\$ 135,810</u>	\$ 268,531	\$ 1,527,340	\$ 1,931,681	\$ 316,021	\$ 229,766	\$ 545,787	\$ 2,477,468

NAMI NEW HAMPSHIRE STATEMENTS OF CASH FLOWS For the Years Ended June 30, 2019 and 2018

O LOTA DE COMO EN COMO DA CONTRACA CONTRACA DE COMO DE	<u>2019</u>	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from grants and contributions	\$ 3,219,850	\$ 2,297,662
Interest income received	11,539	10,423
Other income received	17,981	17,948
Cash paid to employees	(1,757,281)	(1,442,622)
Cash paid to suppliers and others	(1,164,142)	(960,358)
Interest paid	(23,904)	(13,484)
Net Cash Provided (Used) by Operating Activities	304,043	(90,431)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(94,578)	(26,282)
Sale of investments	, , ,	245,000
Purchase of property and equipment		(221,472)
Net Cash Used by Investing Activities	(94,578)	(2,754)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on mortgage notes payable	(42,365)	(33,869)
Net Cash Used by Financing Activities	(42,365)	(33,869)
Net increase (decrease) in cash	167,100	(127,054)
Cash, beginning of year	72,262	199,316
Cash, ending of year	\$ 239,362	\$ 72,262
Supplemental Disclosure of Non-cash Transactions:	•	•
In-kind donations received	\$ 72,831	\$ 10,363
In-kind expenses	(72,831)	(10,363)
Forgiveness of debt	7,000	7,000
Issuance of mortgage payable for purchase of assets		348,000
	\$ 7,000	\$ 355,000

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

NAMI New Hampshire (National Alliance on Mental Illness) was founded as a nonprofit corporation in 1982 and is committed to improving the lives of all people affected by mental illness and suicide through support, education and advocacy. As a grassroots coalition of people living with mental illness and their families, NAMI NH has over 35 years of service to Granite State children, transition age youth, adults, and seniors, offering statewide activities which provide education/training and support to individuals, families and communities. The organization also promotes and provides advocacy and empowerment at the individual/family level as well as at the systems level by offering members, volunteers, and stakeholders training and graduated opportunities to build confidence in advocacy and leadership skills. Last year, NAMI NH provided support, education and advocacy to over 15,000 individuals. The financial support for these programs and activities comes from a variety of sources that include governmental and private foundation grants, contract services, donations, and membership dues.

We envision a future where people affected by mental illness have hope, help, and health, and are able to:

- Access the supports and evidence-based treatment necessary for recovery;
- · Have a lifespan that is not cut short by suicide or co-occurring conditions; and
- Reach their full potential, living in their communities free from discrimination.

Accounting Policies

The accounting policies of NAMI New Hampshire conform to accounting principles generally accepted in the United States of America as applicable to non-profit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

<u>Net Assets Without Donor Restrictions</u> – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve.

<u>Net Assets With Donor Restrictions</u> – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are

released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consists of demand deposits, cash on hand and all highly liquid investments with an original maturity of 90 days or less.

Investments

Investments, which consist principally of money market accounts, mutual funds, and exchange traded funds, are carried at their market value at June 30, 2019 and June 30, 2018. Investments reported as non-current represent amounts designated by the Board as held for an operating reserve. Unrealized gains and losses on investments are reflected in the statement of activities.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for major improvements with a cost in excess of \$1,000 and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

•	*	<u>Years</u>
Building and improvements		3.9
Equipment		5
Furniture and fixtures	•	7-10

Depreciation expense was \$26,887 and \$19,669 for the years ended June 30, 2019 and 2018, respectively.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. An allowance for uncollected receivables of \$4,000 and \$0 has been recorded as of June 30, 2019 and 2018, respectively.

Compensated Absences

Full-time and part-time employees are entitled to paid vacation based on their length of employment. Employees are allowed to carry forward a maximum of 10 vacation days. Upon termination of employment, full-time employees will receive up to five days of accrued/unused vacation pay. Accrued vacation pay amounted to \$32,888 and \$21,782 as of June 30, 2019 and 2018, respectively.

Donated Services, Materials and Facilities

NAMI New Hampshire receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, are not reflected in the financial statements because the accounting criteria for recognition of such volunteer efforts have not been satisfied.

Donated goods and professional services are recorded as both revenues and expenses at their estimated fair value. The Entity received donated supplies and professional services in support of fundraising activities totaling \$72,831 and \$10,363 during the years ending June 30, 2019 and 2018, respectively.

Fundraising Activities

Fundraising expenses represent the cost of preparing contribution appeals, running special events, and letters of appreciation by staff of the Entity and totaled \$354,280 and \$229,766 for the years ending June 30, 2019 and 2018, respectively.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was \$1,347 and \$2,103 for the years ending June 30, 2019 and 2018, respectively.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited. Salaries, employee benefits, payroll taxes, accounting, audit fees, legal fees, occupancy, maintenance, depreciation, equipment rental, equipment maintenance, telephone, and insurance are distributed based on a cost allocation process. Expenses are initially charged to each program or supporting function based on time and effort. Expenses associated with management and general are then allocated among the program and supporting services based on one of two criteria. The first criteria used is to allocate indirect costs based on the indirect cost rate established by the grantor. If there is no indirect rate specified, the overhead rate as it appears on the IRS form 990 of the preceding year will be used.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled Accounting for Income Taxes requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2019 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Cash, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Entity has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested with the objective to provide a mix of income and growth, but overall protect the organization's accumulated wealth. Investments can be made in the following securities: certificate of deposits, money market mutual funds, exchange traded funds, and corporate bonds. Sources of liquidity include cash, investments, and accounts receivable.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Entity considers all expenditures related to its ongoing programs and activities as well as the conduct of services undertaken to support those activities to be general expenditures.

The following table reflects the Entity's financial assets as of June 30, 2019 and 2018, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. Amounts not available include the internal board designated funds. In the event the need arises to utilize the board designated funds for liquidity purposes, the funds could be drawn upon by a vote of the Finance Committee.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the financial position date, comprise the following:

•	<u>2019</u>	<u> 2018</u>
Cash	\$ 239,362	\$ 72,262
Investments	723,394	602,650
Accounts receivable, net	283,749	295,309
Total Financial Assets	1,246,505	970,221
· Less:		
Board designated funds	(444,251)	(485,056)
Financial Assets Available to Meet Cash Needs		
for General Expenditures Within One Year	\$ 802,254	\$ 485,165

NOTE 3—SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's cash deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000 at each financial institution. The Entity had uninsured deposits of \$2,748 and \$0 as of June 30, 2019 and 2018, respectively.

NOTE 4—INVESTMENTS

Fair Value Measurements.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Entity has the ability to access at the measurement date.

Level 2 - Inputs to the valuation include:

- · Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in markets that are not active;
- Inputs other than quoted prices that are observable for the asset or liability:
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

Following is a description of the valuation methodologies used for assets measured at fair value.

Money market funds, mutual funds, exchange traded funds, and equities: Valued at the closing price reported on the active market on which the individual securities are traded.

Certificates of deposit and corporate debt securities: Valued using a market approach valuation technique which incorporates third-party pricing services and other relevant observable information such as market interest rates, yield curves, prepayment risk and credit risk generated by market transactions involving identical or comparable assets or liabilities in valuing these types of investments.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Entity's assets measured at fair value as of June 30, 2019 and 2018:

NAMI NEW HAMPSHIRE NOTES TO FINANCIAL STATEMENTS (CONTINUED) For the Years Ended June 30, 2019 and 2018

Assets at F	air Value as of	June 30, 2019		
	Level	1 Level 2	Total	
Money market mutual funds	\$ 246,4	175	\$ 246,475	
Mutual funds	237,1	06	237,106	
Exchange traded funds	207.1	45	207,145	
Certificates of deposit		\$ 6,057	6,057	
Corporate debt securities		26,611	26,611	
Total assets at fair value	\$ 690,7	26 \$ 32,668	\$ 723,394	
and the state of t	air Value as of . Level	· · · · · · · · · · · · · · · · · · ·	Total	
and the second s	Level	Level 2	Total	
Money market mutual funds	\$ 135,4		- \$ 135,423	
Mutual funds	201,7	'08	201,708	
Exchange traded funds	223,3	:06	223,306	
Equities	5,1	80 .	5,180	
Certificates of deposit		\$ 5,831	5,831	
Corporate debt securities		31,202	31,202	
Total assets at fair value	\$ 565,6	17 \$ 37.033	\$ 602,650	

Investment Valuation and Income Recognition

The Entity's investments as of June 30, 2019 and June 30, 2018 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Entity at year-end.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Investments consist of money market investments, mutual funds, exchange traded funds, equities, certificates of deposit with an original maturity greater than 90 days, and corporate debt securities which are carried at market value (adjusted monthly). Realized and unrealized gains and losses are reflected in the Statements of Activities. Assets held in the investment accounts were as follows at June 30, 2019 and 2018:

	Market Val	ue Market Valué
,	<u>2019</u>	<u>2018</u>
Money market mutual funds	\$ 246,47	5 \$ 135,423
Mutual funds	237,10	6 201,708
Exchange traded funds	207,14	5 223,306
Equities		- 5,180
Certificates of deposit	6,05	7. 5,831
Corporate debt securities	26,61	1 31,202
	\$ 723,39	\$ 602,650

NOTE 5—MORTGAGE NOTES PAYABLE

At June 30, 2019 and 2018, the mortgage notes payable consist of the following:

NAMI NEW HAMPSHIRE NOTES TO FINANCIAL STATEMENTS (CONTINUED) For the Years Ended June 30, 2019 and 2018

		<u> 2019</u>		2018	
\$348,000 mortgage note payable, secured by property, payable		•	•		-
in monthly installments of \$2,297 including interest through					
January 2026. The variable interest rate on the note is 5.0%	•				
through April 2022. Thereafter, the interest rate will change		•			
to equal the 5 year Federal Home Loan Bank of Boston		•			
amortizing rate plus 3.0%. The interest rate change will not			•		
occur more often than each five years. The balance of the	_				
note is payable in full on April 2, 2032.	\$	126,514	2	159,612	
\$348,000 mortgage note payable, secured by property, payable			.,	' , <i>'</i>	•
in monthly installments of \$2,364 including interest through	٠.				
March 2038. The variable interst rate on the note is 5.35%					
through March 2028. Thereafter, the interest rate will change	:				
to equal the Federal Home Loan Bank 10/20 amortizing advance					
rate plus 3.0%, and remain at that rate for the duration of the				÷ *	
loàn.		336,284		345,551	
ioan.	•	, , , ,		3 12,331	
\$140,000 mortgage note payable to the City of Concord, New					
Hampshire is non-interest bearing and is secured by the property.					
The Entity ia a subrecipient of Community Development Block				. :	
Grant funds which were used to create an ADA compliant				•	
community education space. Repayment of the funds will be	•				
required in the event of noncompliance with the grant. The note			•		
will be forgiven over a period of 20 years through December 31, 203	4	112,000		i 19,000	
will be torgiven over a period of 20 years through December 31, 203	· · ·	574,798	. 8	624,163	
	, <u>⊅</u>	317,170		024,103	

Under the terms of the mortgage note payable for the property located at 87 North State Street, Concord New Hampshire, with a balance outstanding as of June 30, 2019 of \$336,284, the Entity must maintain a loan to value ratio of less than 80%. Additionally, the Entity must demonstrate a debt service coverage ratio of at least 1.00.

Following are the maturities of the mortgage notes payable as of June 30, 2019:

Year Ending	
<u>June 30.</u>	<u>Amount</u>
2020	\$ 33,128
2021	34,055
2022	35,843
2023	37,724
2024	39,660
Thereafter	394,388
•	\$ 574,798
	· · · · · · · · · · · · · · · · · · ·

NAMI NEW HAMPSHIRE NOTES TO FINANCIAL STATEMENTS (CONTINUED) For the Years Ended June 30, 2019 and 2018

NOTE 6—BOARD DESIGNATED NET ASSETS

Board designated net assets consist of the following at June 30, 2019 and 2018:

	,	<u> 2019</u>	<u> 2018</u> .
Contingency fund	\$	369,331	\$ 425,056
Fixed Asset fund		60,000	60,000
Special Opportunity fund		14,920	 , -
	<u>.</u>	444,251	\$ 485,056
	-		والكنت أنت المساحد

NOTE 7—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2019 and 2018, the Entity recognized revenue of \$1,528,669 (45.72%), and \$1,411,071 (56.62%), respectively, from fees and grants from governmental agencies. Revenue is recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. Other support originates from training services, contributions, in-kind donations, and other income.

NOTE 8—PENSION PLAN

The Entity has a deferred compensation pension plan under Section 403(b) of the Internal Revenue Code. Under the terms of the plan, employee contributions are made through a salary reduction plan. During the years ending June 30, 2019 and 2018, the Entity's contribution to the plan was equal to 2.0% respectively of each eligible employee's annual salary. The Entity contributed \$18,834 and \$16,949 for the years ended June 30, 2019 and 2018, respectively.

NOTE 9—CONTINGENCIÉS

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 10—SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 29, 2019 which is the date the financial statements were available to be issued.

NAMI New Hampshire Board of Directors 2019-2020

Kate Atkinson

Donna Brown

Diane Blair

Russell Conte

Ross Cunningham

Todd Donovan

Chuck Eastman

Arthur Gardiner

Andrew Hosmer

Peter Janelle

Shawn LaFrance

Robbie Millward

Teresa Moler

Isabel Norian

Jay Patel

Jennifer Rabalais

Rose Richardson

Elizabeth Sanders

Jace Troie

Karen Trudel

Michael Wright

KENNETH NORTON

EDUCATION:

UNIVERSITY OF CONNECTICUT, Hartford, CT

MSW, December 1985, Casework Major, Groupwork Minor

UNIVERSITY OF MAINE, Orono, ME

BA, May 1980, Philosophy and Sociology - with High Distinction

BSW in Social Welfare from the Council On Social Work Education (CSWE)

CERTIFICATIONS: NEW HAMPSHIRE BOARD OF MENTAL HEALTH PRACTICE

LICSW - Licensed Independent Clinical Social Worker, November 1995

ACADEMY OF CERTIFIED SOCIAL WORKERS

ACSW December 1987, Silver Springs, MD

EYE MOVEMENT DESENSITIZATION REPROCESSING (EMDR) Specialized Trauma Treatment. Trained in Level I EMDR, Nov. 2000

WORK:

EXECUTIVE DIRECTOR

EXPERIENCE:

National Alliance On Mental Illness, NAMI NH, Concord NH

Statewide organization dedicated to improving the lives of those impacted by mental illness and Connect Suicide Prevention Program. Responsible for all aspects of the organization including financial, personnel, program development and implementation, public policy, advocacy, grant writing and fundraising. Reports to the Board of Directors. May 2011-present.

DIRECTOR CONNECT SUICIDE PREVENTION PROGRAM

National Alliance On Mental Illness, NAMI NH, Concord, NH

Responsible for development and implementation of the Connect Suicide Prevention Project including program design, community organization, and developing statewide protocols for responding to suicide incidents. Other duties involve grant writing, marketing, conducting trainings, providing technical assistance to military, communities, coalitions and key stakeholders. Serve as a member of NH Suicide Prevention Council which oversees implementation the NH Suicide Prevention State Plan. January 2003 - May 2011.

DIRECTOR OF DEVELOPMENT

Familystrength, Concord, NH

Duties included fund-raising, grant writing, board development, marketing, public relations and publishing newsletter. Other responsibilities included participation on agency management team and program development. March 1999 - January 2003.

DIRECTOR OF SUPPORT SERVICES/DIRECTOR OF ADULT SERVICES

Genesis The Counseling Group, Laconia, NH

Senior management position involving complete administrative and clinical responsibility for seven programs with a combined thirty five full time staff. Programs included residential. vocational, case management/outreach and office based treatment modalities. Responsibilities included establish and monitor program goals, develop and implement policy and procedures, oversee budget and personnel issues. Also supervised regional 24/7 psychiatric emergency services program covering Belknap and Southern Grafton County. July 1997- March 1999.

COMISSIONS & COMMITTEES:

GOVERNOR'S COMMISSION ON MEDICAID MANAGED CARE:

Appointed position on twelve member commission to review and advise the Governor on the implementation of Medicaid Managed Care in New Hampshire. April 2012- present

STEERING COMMITTEE MEMBER

National Suicide Prevention Lifeline, Mental Health Association of New York City Steering Committee members provide the Lifeline's primary administrators with expert guidance on the issues that affect the network. Members provide recommendations and advice that support the Lifeline's mission and work to enhance its capacity to serve persons throughout the US who potentially could be suicidal. October 2008- present

NATIONAL ACTION ALLIANCE FOR SUICIDE PREVENTION:

Member of the Military and Veteran subcommittee, Survivor of Suicide Loss Committee and Sustainability Committee examining and making recommendations for implementation of the National Strategy For Suicide Prevention November 2011- present

VOLUNTEER EXPERIENCE:

CONCORD HOSPITAL MEDICAL ETHICS COMMITTEE

Community member of a multidisciplinary hospital ethics committee reviewing policies and procedures as well as individuals case reviews to offer guidance and recommendations

December 2011- present

WINNIPESAUKEE RIVER TRAIL ASSOCIATION

Member of a small steering committee that has secured over \$700,000 in funding for a Multi-use rail to trail that parallels the Winnipesaukee River. Assisted with community organization, landowner negotiations, publicity, special events, grants and fund-raising. October 1998- present

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FOUNDER: Main and profession and programmed as the consequence

Friends of the Winnipesaukee River, Tilton, NH.

Established environmental advocacy group for the Winnipesaukee River Watershed. Responsibilities include: community organizing, writing press releases, lobbying at state and local levels, attending public hearings organizing events etc. December 1987 – present.

River and the control

FOSTER PARENT. Design and the rest of the control o

New Hampshire Division of Children Youth and Families, Laconia, NH Licensed Foster Home. October 1997- July 2008.

BOARD OF DIRECTORS.

New Beginnings - A Woman's Crisis Center, Laconia, NH.

Member of the organizational steering committee, and Board of Directors for agency serving victims of domestic violence and sexual assault in Belknap County. Duties included grant writing, membership development, writing press releases, fund raising, and policy development, served as Board Vice Chair. December 1990-April 2001.

<u> AWARDS:</u>

Programme and American

LEADERSHIP AWARD: NH Psychiatric Society

For Leadership in service to people with mental illness May 2014 (2014)

SOCIAL WORKER OF THE YEAR: National Association of Social Workers NH Chapter For significant contributions to the profession and society. March 2009

COIN OF EXCELLENCE: NH National Guard Adjutant General Major Gen. Kenneth Clark
Presented for technical assistance and consultation in development of NH National Guard Suicide
Prevention Program February 2009

CASE MANAGER OF THE YEAR - NAMI NH National Alliance For The Mentally III.
For outstanding services and advocacy for individuals with mental illness and their families.
October 1991

SENIOR SKULL HONOR SOCIETY — University of Maine for outstanding leadership, scholarship and exemplary citizenship 1979.

The state of the s

REFERENCES:

Available upon request.

BALL BACK STOLL

Bernadette P. Seifert

Work address: 85 North State Street, Concord, NH 03301 E-mail Address: bseifert@naminh.org

Work phone: (603) 225-5359

Licensing/Certifications:

- Licensed Clinical Social Worker, State of NH, #228, (1988 to present)
- Academy of Certified Social Workers, (1987 to present)

Education:

- Masters in Social Work, 1984, Boston University, Boston, MA (Concentration: Casework, Sub-concentration: Aging)
- BA, Social Welfare, 1980, University of Southern Maine, Portland, ME

Professional Experience:

Coordinator of Older Adult Programs, February 2008 to present, NAMI NH, Concord, NH Geriatric Mental Health Training Coordinator, February 2008 to present, Northern New England Geriatric Education Center at Dartmouth Medical School, Lebanon, NH

- Develop and implement the NAMI NH Side by Side for Independent Living Program
- Assist family members and caregivers of older adults with mental illness
- Plan and develop educational programs throughout New Hampshire and eastern Vermont through the NNE Geriatric Education Center

Lead Community Liaison – Seniors Count, July 2003 to February 2008, Easter Seals NH-Senior Services, Manchester, NH

- Provided outreach and clinical case management to older adults in Manchester community
- Assisted in development and management of Seniors Count Community Collaboration project.
- Supervised Seniors Count Social Service team

Consultant - Older Adult Services, Sept. 2000 to July 2003, NH Division of Behavioral Health, Concord, NH

 Provided ongoing consultation and support in various initiatives regarding older adult mental health services on a statewide basis

Director of Senior Services, June 1985 to June 2000, The Mental Health Center of Greater Manchester, Manchester, NH

- Managed outpatient psychiatric service program for older adults
- Provided direct clinical services, including assessment, treatment planning, and individual and group psychotherapy
- Provided clinical and administrative supervision to clinical staff and Masters level interns
- In addition to managing Senior Services Program, also managed 2 other clinical programs within the agency from 1995 to 1999 (Bedford Counseling Associates and Medication Services)

Social Work Consultant, June 1984 to June 1985, New Hampshire Hospital, Concord, NH

- Provided assessment, treatment and discharge planning on a psychiatric hospital continuing care unit
- Supervised 2 Mental Health Workers

Social Services Coordinator, Sept. 1982 to May 1984, Patricia White Elderly Housing, Brighton,MA

- Provided information & referral, advocacy, crisis intervention and counseling in 250 unit public elder housing development
- Assisted in the grant writing for annual funding for the program

Social Worker / Activities Director, Feb. 1980 to Sept. 1982, Tara Nursing Home. Dorchester, MA

- Provided counseling and patient advocacy for residents
- Presented social service educational programs for staff
- Planned and implemented recreational and educational activities in nursing home

had the school for a consequence of the major of the first of the Internship Experiences:

- Geriatric Social Work Intern, September 1983 to May 1984 St. Elizabeth's Hospital,
- Social Work Intern, (Advanced Field Placement) June to Dec. 1979, High Street Resource. Center, Portland, ME
- Elder Advocate, September 1978 to June 1979, So. Maine Senior Citizens Council, Portland, ME

Teaching Experience:

Presentations on topics related to mental health and older adults to various groups throughout New Hampshire - 2008 to present

- Presentations to family members and caregivers: Side by Side for Independent Living (an 9-session series offered through NAMLNH)
- Presentations to various professional groups. Topics include: Depression and Older Adults: Substance Abuse and Misuse in Older Adults: Understanding Dementia: Hoarding Behaviors in Older Adults; Suicide Risks in Older Adults; Caregiver Issues: Elder Abuse; Mental Health Issues in Older Adults, etc.)

Committees/Coalitions:

- National Association of Social Workers NH Chapter, (1986 to present)
 - NASW-NH Board Member (2007 to 2013)
 - NASW-NH Committees: Continuing Education, Annual Meeting, and Aging
 - "Social Worker of the Year" Award 1996 NASW- NH Chapter
- NH Coalition on Substance Abuse, Mental Health and Aging (1999 to present; Chairperson and the second of the second of the second 2010 to present)
- NH Coalition on Caring; (2010 to present) which we have a mode at the second
- NH Elderly and Incapacitated Adult Fatality Review Committee NH Attorney General's Office, (2011 to present)

 • Veteran Community Partnerships (2012 to present)

 • Seniors Count
- - Coordinating Committee, Co-chair (2009 to present)
 - Member of Seniors Count Task Force and Committees (2000 to present)
- Southern NH Eldercare Council, Manchester, NH, (1996 to 2002; President 1998 to 2002).
- NH Senior Companion Advisory Council (1986 to 1990; Chairperson 1989-90. Secretary 3.17 2. 1274. 1986-89)
- Professional Assessment Committee Manchester Housing & Redevelopment Authority . (2003 to 2008)

Susan L. Stearns

Mental Health Executive & Development Professional

QUALIFICATIONS	WORK EXI	PERIENCE
Solid background in non-	2016-	Deputy Director, NAMI New Hampshire, Concord.
profit development & administration	2013-2016	Director of Philanthropy, NAMI New Hampshire, Concord.
Proven leadership skills	2007-2013	Director of Development, Greater Nashua Mental Health Center at Community Council, New Hampshire.
and advocacy experience	2005-2007	Director of Proposal Development, Harbor Homes, Inc., Nashua, New Hampshire.
Recognized expert in development and grant writing	2004-2005	Executive Director, part-time position, Dress for Success New Hampshire, Concord.
Excellent written and oral	2004-2010	Trainer, contracted part-time, Guardian ad Litem Board, Concord, New Hampshire.
communicator	2001-2006	Director, part-time position, Coalition for Family Law & Mental Health, Disabilities Rights Center, Concord, New Hampshire.
Knowledgeable in program development and evaluation	2000-2013	Grant & Marketing Writer, Independent Contractor.
	2000-2004	Grant Writer/Development Associate, part-time position, New Hampshire Association for the Blind, Concord.
Experienced working with boards and volunteers	1998-2000	Executive Director, Whole Village Family Resource Center, Plymouth, NH.
Ability to work well with diverse individuals and	1993-1998	Program Specialist, New Hampshire Coalition Against Domestic & Sexual Violence, Concord.
groups	1988-1993	Administrative Director, Task Force Against Domestic & Sexual Violence, Plymouth, New Hampshire.
Certified mediator and victim advocate	1986-1988	Assistant Ombudsperson, Ombuds Office, University of Massachusetts, Amherst.
Professional educator/trainer	EDUCATIO	N
Broad understanding of abuse, poverty, disability	1986-1987	Graduate work. Consulting & Counseling Psychology, School of Education, University of Massachusetts, Amherst.
and family issues	1986	B.A. in English. University of Massachusetts, Amherst.

PUBLICATIONS

- 2012 Medicaid Contracts Raise Questions Galore, Concord Monitor, (with H. Hafez), April 18, http://www.concordmonitor.com/article/324208/medicaid-contracts-raise-questions-galore.
- 2009 Reclaiming Our Future: A Pathway for Treating Co-Occurring Mental Health and Substance Use Disorders in New Hampshire's Adolescents and Young Adults, National Alliance on Mental Illness New Hampshire (primary author), www.naminh.org/documents/NAMIReclaimingOurFuture.pdf.
- 2008 Raising Matthew: A Mother Reflects on Medicating Her Son, No Health without Mental Health, Community Council of Nashua, (reprinted in Genesis Times, www.genesisbh.org/pdf/Genesis%20Times%20-%202009.pdf).
- 2008 Community Council The Community's Mental Health Center, Progress Edition, Nashua Telegraph, www.print2webcorp.com/news/Nashua/HealthandEducation/20080304/p28.asp?ad=p28 a4.htm&t=a.
- 2007 Coming in from the Cold: Creating Solutions to Homelessness for People with Disabilities, RAP Sheet: The Latest in Disability Research, Advocacy, Policy, and Practice, (for P. Kelleher), www.drcnh.org/RapSpring07.pdf
- 2006 Guidelines for Parents: Planning for Appropriate Care for your Children, Coalition for Family Law & Mental Health.
- The Struggle for Justice: Seeking Legal Equity for Parents with Mental Illness, RAP Sheet: The Latest in Disability Research, Advocacy, Policy, and Practice, Winter Issue, www.drcnh.org/rapsheetwinter05.pdf.
- 2003 Best Practice Standards for Adequate Assessment of Parenting Competency, Coalition for Family Law & Mental Health, www.drcnh.org/ParentalAssessment.pdf.
- 2003 Pointers for Legal Professionals Regarding Family Law Issues and Parents with Physical or Mental Illness, Coalition for Family Law & Mental Health, www.drcnh.org/ParentalPointers.pdf.
- 1998 Stalking: A guide for victims, New Hampshire Coalition Against Domestic & Sexual Violence.
- 1997 Sexual Assault, A Legal Handbook for Women in New Hampshire, New Hampshire Commission on the Status of Women, www.unh.edu/womens-commission/legal-handbook/sexual-assault.html.
- 1994 Mediation and Domestic Violence: Considerations for Mediatots and Battered Women, New Hampshire Bar Journal, Vol. 35, No. 2, p. 32, June

RECENT PROFESSIONAL ACTIVITIES

Member, Governor's Commission on Disability, appointed by New Hampshire Governor Hassan (since 2016).

Member, Board of Trustees, Taylor Community, Laconia (since 2016).

Member, Justice Involved Veterans Task Force, New Hampshire (since 2013).

Facilitator, Coalition on Mental Health & Justice, Hillsborough County (since 2009).

Member & Past President, Board of Directors, Genesis Behavioral Health, Laconia (2007-2016).

Member, Criminal Justice/Mental Health Work Team,

Commission to Develop a Comprehensive State Mental Health Plan, Concord (2007-2008).

Member, Task Force on Family Law, appointed by New Hampshire Governor Shaheen (2002-2004).

TAMMY E. MURRAY, CIA

SUMMARY: Expertise in accounting systems development, fiscal management, financial reporting and strategic planning. Proven record of developing and implementing financial and operational controls that improve P&L performance. Successful track record in building strong organizational cultures, identifying business opportunities, and delivering positive results. Known for ability to conceptualize and successfully implement human resource systems for sustained business growth. Core competencies include:

Financial and strategic planning

Auditing and compliance

Budget development and management Business process improvement

Federal grant management

Cash flow management Employee relations

Numerous accounting software programs

PROFESSIONAL EXPERIENCE:

Chief Financial Officer

NAMI New Hampshire, Concord, New Hampshire

- Integral member of senior management team leading complex nonprofit organization with multiple funding sources including federal and state contracts and an affiliated structure with diverse program areas delivered nationally.
- Developed and utilized forward-looking, predictive models and activity-based financial analyses to provide insight into the organization's operations and business plans while managing organizational risk.
- Reorganized accounting functions, investigated and implemented sophisticated fund accounting software, and achieved balance sheet creditability through proper accounting policies and procedures.
- Implemented controls for A/P, A/R and G/L, ensuring accuracy, consistency and compliance with all funders requirements including the Office of Management and Budget Uniform Administrative requirements, cost principles and audit requirement for federal awards.
- Achieved unqualified audit opinions, with no material weaknesses or deficiencies during entire tenure of position.
- Developed a financial measurement standard and developed system to monitor performance against goals including budgeting, forecasting and business models.
- Engaged finance committee in investment, and asset management, growing activities by \$1M.
- Secured line of credit to meet short term cash flow deficiencies.
- Created the organizations first financial and human resources policies and procedures manuals.
- Led and executed multiple real estate acquisitions and renovations of organization's multiple facilities, reducing overhead expenses and enhancing organization's visibility.
- Developed and administered employee benefits including 403(b) plans for all employees.
- Identified IT system upgrade requirements to accommodate expanding growth, and compliance.

RELEVANT PRIOR EXPERIENCE

Field Operations Manager
OfficeMax, Incorporated, Cleveland, Ohio.

Senior Internal Auditor
OfficeMax, Incorporated, Cleveland, Ohio.

Collection Services Manager

Balfour Company, Attleboro, Massachusetts.

Senior Auditor/Accountant

Balfour Company, Attieboro, Massachusetts.

Staff Accountant
The Jan Companies, Cranston, Rhode Island.

EDUCATION & PROFESSIONAL DESIGNATION:

BRYANT UNIVERSITY, Bachelor of Science in Business Administration
Major: Accounting

Certified Internal Auditor Designation, Institute of Internal Auditors

Member, The Institue of Internal Auditors North America

Michelle Wagner

PROFESSIONAL SUMMARY

- Innovative vision for changing attitudes about mental health and substance use in our communities by providing group-specific education based on a holistic paradigm
- Comprehensive educational background earning degrees in clinical mental health counseling, nursing, business administration, and one year of theological coursework
- Diverse professional healthcare experience in psychiatric nursing, clinical management, home healthcare, developmental disabilities, surgical and emergency services
- High level of skill in providing psychoeducation to individuals and groups in the clinical and mental health setting, including teaching Mental Health First Aid, cofacilitating Strengths Based Recovery, and teaching indigent patients as an RN volunteer on Mercy Ships in Africa

EDUCATION

Boston University - Boston, MA

Master of Theological Studies

Southern New Hampshire University - Hooksett, NH

Master of Science: Clinical Mental Health Counselina New Hampshire Technical Institute - Concord, NH

Associate Degree: Nursing

University of New Hampshire - Durham, NH

Bachelor of Science: Business Administration

Expected May 2023

January 2018

May 2000

May 1986

PROFESSIONAL WORK EXPERIENCE

NAMI New Hampshire - Concord, NH

Community Educator and Outreach Coordinator

September 2019 - Present

- Engage a diverse group of stakeholders in developing a statewide First Episode Psychosis program
- Create a public education campaign aimed at combatting stigma and providing resources for NH residents

Interim Healthcare - Portsmouth, NH

RN. Home Health

January 2019 - August 2019

- Promoted physical and mental well-being of patients through collaborative care delivered in their homes
- Educated patients and caregivers about disease processes, symptom reduction, and medication management

The Mental Health Center of Greater Manchester - Manchester, NH RN, Psychiatric/Counseling Internship

September 2016 - February 2018

- Assisted individuals in maintaining mental health stability by providing case management to support access to services fulfilling biopsychosocial-spiritual needs
- Completed 700 hours of clinical internship in a practice specializing in personality disorders

Waban Projects, Inc. - Sanford, ME

November 2013 - May 2015

Nurse Manager

- Coordinated clinical oversight to 25 homes, a preschool, and an adult day program for 150+ children and adults with developmental disabilities
- Supervised 2 RNs, directed daily schedules, and implemented process improvement initiatives

Atlantic Urology Associates - Portsmouth and Exeter, NH

March 2012 - August 2013

RN, Lead

- Oversaw activities of 10 clinical and clerical personnel in 2 offices
- Performed patient triage, assessment, direct care, and assisted surgeons with procedures

Concord Hospital - Concord, NH

June 2007 - January 2012

RN, Emergency Department and Presurgical Testing

- Provided comprehensive quality medical care for patients of all ages in a Level II trauma center
- Collaborated with a multidisciplinary team to educate patients and ensure safety during surgery

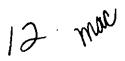
CERTIFICATIONS AND REGISTRATIONS

- Registered Nurse Licensure: current NH, former FL and MA
- ANCC Psychiatric-Mental Health Nursing Certification
- American Red Cross: First Aid/CPR/AED for Professional Rescuers

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kenneth Norton	Executive Director	\$130,000	0%	\$0
Susan Stearns	Deputy Executive Director	\$104,000	5%	\$5,200
Bernadette Seifert	Director of Adult Services	\$68,000	100%	\$68,000
Tammy Murray	Chief Financial Officer	\$104,000	0%	\$0
Michele Wagner	Community Educator & Outreach Coordinator	\$66,950	100%	\$66,950





Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9544 1-800-852-3345 Ext. 9544 Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 24, 2019

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option and amend an existing **sole source** contract with National Alliance on Mental Illness (NAMI) New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301, to provide family mutual support and suicide prevention services by increasing the price limitation by \$1,085,885 from \$3,075,758 to an amount not to exceed \$4,161,643, and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon approval from the Governor and Executive Council. 88% General Funds, 12% Federal Funds

This **sole source** agreement was originally approved by the Governor and Executive Council on August 5, 2015 (Item #28), and amended and approved by the Attorney General's office on November 25, 2015, and subsequently amended on January 18, 2017 (Item #17), and on June 21, 2017 (Item #39A).

Funds are anticipated to be available in the following accounts for State Fiscal Year 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY MUTUAL SUPPORT SERVICES

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102- 500731	Contracts for Program Services	92207012	\$474,999.65	\$0	\$474,999.65
2017	102- 500731	Contracts for Program Services	92207012	\$474,999.35	\$0	\$474,999.35
			Subtotal:	\$949,999	\$0	\$949,999

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102- 500731,.	Contracts for Program Services	49053316	\$166,620	0	\$166,620
2017	102- 500731	Contracts for Program Services	49053316	\$83,380	\$0	\$83,380
			Subtotal:	\$250,000	\$0	\$250,000

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILDREN YOUTH & FAMILIES, STAY GRANT

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	increased (Decreased) Amount)	Revised Modified Budget
2017	563- 500915	Community Based Services	N/A	\$264,408	\$0	\$264,408
		• • • • •	Subtotal:	\$264,408	\$O	\$264,408

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, BUREAU OF CHILDREN'S BEHAVIORAL HEALTH SYSTEM OF CARE

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	072- 509073	Grants- Federal	9210210 0	\$44,009	\$0	\$44,009
2018	102- 500731	Contracts for Program Services	9210205	\$308,534	\$0	\$308,534
2019	102- 500731	Contracts for Program Services	9210205 3	\$308,534	\$0	\$308,534
	•		Subtotal:	\$661,077	\$0	\$661,077

05-95-92-922010-4119 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, FAMILY MUTUAL SUPPORT SERVICES

SFY	Class/	Class Title	Job	Current	Increased	Revised
	Account		Number	Modified	(Decreased)	Modified
				Budget	Amount	Budget

2018	102-	Contracts for	9220411	\$475,137	\$0	\$475,137
•	500731	Program Services	9			
2019	102- 500731	Contracts for Program Services	9220411	\$475,137	\$0	\$475,137
2020	102- 500731	Contracts for Program Services	9220411	\$0	\$477,637	\$477,637
2021	102- 500731	Contracts for Program Services	9220411	\$0	\$477,637	\$477,637
	•		Subtotal:	\$950,274	\$955,274	\$1,905,548

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount)	Revised Modified Budget
2020	102- 500731	Contracts for Program Services	9223412	\$0	\$130,611	\$130,611
			Subtotal:	\$0	\$130,611	\$130,611
	<i>:</i>		Grand Total	\$3,075,758	\$1,085,885	\$4,161,643

EXPLANATION

This request is **sole source** because the Contractor has a unique ability to provide family mutual support and suicide prevention services statewide through association with the national NAMI organization.

The purpose of this request is to continue to provide family mutual support and suicide prevention services through support, education and advocacy for people affected by mental illness, and to expand statewide crisis and advocacy trainings for peers.

NAMI New Hampshire provides peer-run support groups, education classes, trainings, and advocacy opportunities for individuals and families affected by mental illness throughout the state. NAMI New Hampshire also runs a statewide educational and referral warmline for individuals and families that need support navigating the mental health system. They also host an array of trainings on best practices for suicide prevention and post intervention. Additional trainings will be provided for peers around crisis intervention and suicide interventions as well as peer leadership trainings.

Services have been provided for more than 10,000 individuals and families in 2018. This request, if approved, will provide services for no less than 10,500 through June 2021.

As referenced in Exhibit C-1, Paragraph 4 of this contract, this agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 5

Executive Council. The Department has exercised two (2) of the four (4) years of this renewal option. This request, if approved, will exercise the remaining two (2) years of renewal.

The Contractor has met the following performance measures/objectives:

- One-on-One support for at least one hundred fifty (150) individuals and families
- Information and Resource provided via in-person, phone, and email for at least one thousand (1,000) individuals, family members, providers, and organizations
- At least ten thousand (10,000) Mental Health resources distributed statewide in English and Spanish
- At least one hundred (100) Next of Kin resource packets will be developed and distributed
- Family education classes and support groups provided to at least six hundred (600) family members
- Peer support groups facilitated at least four (4) times per year
- Educational conference to provide information and resources to more than one hundred and twenty-five (125) people
- Family, peer, and youth leadership trainings offered to develop at least seventy (70) new peer leaders, advocates, teachers, and facilitators
- At least one hundred (100) public education activities offered through on-line, written, and in person presentations and trainings
- At least seven (7) suicide prevention/intervention trainings offered and one (1) postvention training
- Supports for survivors of suicide loss will be offered through at least ten (10) events such as presentations, groups, networks
- One (1) Growing Through training session for up to twenty (20) people will be conducted
- One (1) Activiate4 Hope workshop for up to forty (40) will be conducted
- 100% of participants will be provided with a satisfaction survey, and the Contractor will
 report the results of the survey to the Department.

Should the Governor and Executive Council not approve this request, there may not be adequate support services of this nature for families of individuals with severe and persistent mental illness, or for parents and families of children with serious emotional disturbances who are trying to navigate the mental health system. Families and mental health professionals may not have opportunities to participate in training, support group leadership, and advocacy networks that assist them to help prevent suicide, or to help individuals affected by suicide. Consumers of mental health services and their families may not have opportunities for one-to-one and group support in multiple communities across the state.

Area Served: Statewide

Source of Funds: Source of funds: 12% Federal Funds from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Catalog of Federal and Domestic Assistance #93.958, Federal Award Identification Number B09SM010035-19, and 88% General Funds.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 5 of 5

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Commissioner



State of New Hampshire Department of Health and Human Services Amendment #4 to the Family Mutual Support & Suicide Prevention Services Contract

This 4th Amendment to the Family Mutual Support & Suicide Prevention Services contract (hereinafter referred to as "Amendment #4") dated this 10th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), and amended by an agreement (Amendment #1) approved on November 25, 2015 by the Attorney General, and subsequently amended (Amendment #2) on January 18, 2017 (Item #17) and on June 21, 2017 (Item #39A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of sums specified: and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 4, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- 1. Form P-37, General Provisions, Block 1.6, add Account Number 05-95-92-922010-4120-102-500731.
- 2. Form P-37, General Provisions, Block 1.7 to read:
- 3. June 30, 2021.
- 4. Form P-37, General Provisions, Block 1.8, Price Limitation to read:
- 5. \$4,161,643.
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.

NAMI New Hampshire SS-2015-BBH-00-NAMI Amendment #4 Page 1 of 4

Contractor Initials:



- 7. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 8. Add Exhibit A-1 Amendment #4, Additional Scope of Services.
- 9. Add Exhibit A-2 Amendment #4, NAMI Peer-to-Peer Education.
- 10. Delete Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.
- 11. Add Exhibit B-1, Amendment #4, SFY 2020 Family Mutual Support Service Budget.
- 12. Add Exhibit B-2, Amendment #4, SFY 2021 Family Mutual Support Service Budget.
- 13. Add Exhibit B-3, Amendment #4, Peer Education Services Budget.
- 14. Add Exhibit H, Certification Regarding Environmental Tobacco Smoke.
- 15. Add Exhibit I, Health Insurance Portability Act Business Associate Agreement.
- 16. Add Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance.
- 17. Add Exhibit K, DHHS Information Security Requirements.

Amendment #4 Page 2 of 4 Contractor Initials:

Date:

NAMI New Hampshire SS-2015-BBH-00-NAMI



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

4/26/19 Date

Katja S. Fox

Director

NAMI New Hampshire

4/23/19 Date

NAME KENNETH NORTON TITLE EXECUTIVE DIRECTOR

Acknowledgement:
State of New Hampshire. County of Merrimack on 04/23/19, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jina (yne Lillis
Name and Title of Notary or Justice of the Peace

COMMISSION ON TOWN TOWN THE PUBLIC THE PUBLI

NAMI New Hampshire SS-2015-BBH-00-NAMI Amendment #4
Page 3 of 4

Contractor Initials: _

Date: 4/23



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Solution

Name: White Jr. American States of New Hampshire at the Meeting on:

(date of meeting)

OFFICE OF THE SECRETARY OF STATE

Name:

Title:

NAMI New Hampshire SS-2015-BBH-00-NAMI Amendment #4 Page 4 of 4 Contractor Initials:

Date: प्र



Exhibit A-1 Amendment #4

Additional Scope of Services

1. Provisions Applicable to All Services

- 1.1. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June, 2019, and the Department shall not be liable for any payments for services provided afterJune, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.
- 1.2. The Contractor shall provide services to individuals at least eighteen (18) years of age and who self-identify as a recipient, former recipient, or potential recipient, of publicly-funded mental health services.

2. Scope of Services

- 2.1. The Contractor shall expand services to include the NAMI Peer-to-Peer Education Program, which will include, but is not limited to:
 - 2.1.1. Engaging two (2) Peer-to-Peer trainers from a neighboring NAMI state chapter to come to New Hampshire and train up to twelve (12) individuals with lived experience to be Peer teachers.
 - 2.1.2. No less than one (1) Peer-to-Peer education class, which must be conducted by the newly trained Peer teachers, in SFY 2020.
 - 2.1.3. Developing a plan for at least one (1) Peer-to-Peer education class annually beyond FY 2020.
- 2.2. The Contractor shall provide peer leadership training to promote the engagement of individuals with lived experience across all levels of the mental health system. Training will focus on crisis response and suicide prevention through the delivery of a Growing Through training workshop and an Activating Hope training and technical assistance curriculum as described in Exhibit A-2 Amendment #4, which must include, but is not limited to:
 - 2.2.1. One (1) Growing Through training with a duration of no less than five(5) days for a maximum of twenty (20) people, including peers and individuals with lived experience.
 - 2.2.2. One (1) Activate Hope workshop with a duration of no less than two(2) days for a maximum of forty (40) people, including peers and individuals with lived experience.

NAMI NH SS-2015-BBH-00-NAMI Exhibit A-1 Amendment #4 Page 1 of 2

Contractor Initials: _

Date : <u>- ሂ/</u>ሷ<u>ჳ</u>



Exhibit A-1 Amendment #4

- 2.2.3. An Advisory Committee to include leaders from the New Hampshire Peer Support Agencies and other selected peer leaders and stakeholders to assist with planning and selecting applicants.
- 2.3. The Contractor shall work with stakeholders to increase awareness about the critical role of peers to facilitate recovery and will promote peer support statewide through marketing efforts. Through a targeted marketing effort, the contractor will:
 - 2.3.1. Create marketing materials that conveys the important role of peer supports, has specific details about peer support services and provides a contact list of resources.
 - 2.3.2. Create and make available awareness materials in both hard copy and electronic formats.
 - 2.3.3. Engage stakeholders to assist with the promotion and distribution of developed awareness materials.
- 2.4. The Contractor shall expand and enhance Connection Recovery Support Groups. Currently, Connection Recovery Support Groups are offered in four (4) communities. The vendor will increase their staff capacity to increase technical assistance consultations to each of the four (4) groups, and shall provide no less than two (2) consultations to each group.

NAMI NH SS-2015-BBH-00-NAMI Exhibit A-1 Amendment #4
Page 2 of 2

Contractor Initials:

Date:

4/23/19



Exhibit A-2 Amendment #4

NAMI Peer to Peer Education

The NAMI Peer to Peer Education class is an eight-week- two hours per week- education course on the topic of recovery for any person with serious mental illness who is interested in establishing and maintaining wellness. The course uses a combination of lecture, interactive exercises, and structural group processes. The diversity of experience among participants affords a lively dynamic that moves the course along. For specific topics that are covered, see below. Courses are taught by teams of trained mentors/peer-teachers who are themselves experienced at living well with mental illness.

PROGRAM OVERVIEW

- Class 1 Getting Started Mental Health and Recovery: Exploring different viewpoints
 of mental health and recovery. Creating a personal vision statement.
- Class 2 The Brain and the Body: Learning about the relationship between mental health and overall physical health. Understanding the impact of the environment and the brain on mental health conditions. SMART goals.
- Class 3 Telling My Story: Sharing personal stories. Exploring the benefits and limitations
 of mental health diagnoses.
- Class 4 Strengthening Relationships: Building connections with others. Improving communication skills.
- Class 5 Growing Support Networks: Building a nurturing circle of support.
- Class 6 Tools for Enhancing Recovery: Responding to stress effectively. Learning about different types of therapies and medications. Looking more closely at goals.
- Class 7 My Story, My Strengths: Understanding personal stories in a new way. Preparing for conversations with mental health providers.
- Class 8 Moving-Forward: Revisiting personal visions. Planning next steps.

Growing Through is a five-day workshop for peers and individuals with lived experience designed to promote leadership skills and/or to provide peer support to individuals in a suicidal

NAMI NH SS-2015-BBH-00-NAMI Exhibit A-2 Amendment #4
Page 1 of 3

Contractor Initials:

Date:

s: 4/13/19



Exhibit A-2 Amendment #4

crisis in traditional care settings as well as in non-traditional peer supported settings such as a peer respite center, or respite in place. Growing Through focuses on five core competencies:

- 1. Presence. Being fully present and supportive with one's peer through skilled Use of Self.
- 2. Gleaning. The goal of Gleaning is to move beyond superficial names for things to understand what another is feeling and thinking, and how these relate to actions, people and events in their world, using compassionate curiosity and positive inhibition.
- 3. Visioning. Witnessing, fostering and, if desired, co-creating the vision of a positively transformed future. Building the vision of a better future, even if it seems distant, is a key strategy for managing tough times, where people may feel stuck, trapped or hopeless.
- 4. Weaving. Bringing together resources, including self-care techniques and other people, to create a supportive fabric unique to the individual. Helping to identify, develop and integrate personal coping strategies, self-soothing skills, etc. to diminish the impact and intensity of tough times.
- 5. Offering. Sharing lived experience, hope and resources can make a difference for others that are growing through times of intensity. When the time and situation are right, offering experience from one's own journey can be truly helpful to another. Knowing how and when to offer is crucial as well.

NAMI NH SS-2015-BBH-00-NAMI Exhibit A-2 Amendment #4 Page 2 of 3 Contractor Initials:

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Exhibit A-2 Amendment #4

Eduardo Vega created the Activating Hope curriculum. Some examples of the focus which Eduardo can bring are taken from his www.activatinghope.com website and include:

- How do we actively recruit people with lived experience and avoid problems related to HIPAA, personal confidentiality, etc.?
- How can we include the voice of lived experience more actively in leadership and program design?
- What human resource policies might be adjusted or created to support a workplace wellness culture that is also high performing?
- How do we manage/consider culture change and program design as it relates to professional licensure, peer specialist positions, etc.?
- How can counselors and others share the healing power of lived experience while maintaining excellent listening /therapeutic standards?

HA IMAN SS-2015-BBH-00-NAMI Exhibit A-2 Amendment #4 Page 3 of 3

Contractor Initials



New Hampshire Department of Health and Human Services Suicide Prevention & Family Mutual Supports

Exhibit B - Amendment #4

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and Exhibit A-1 Amendment #1, Additional Scope of Services.
- 2. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, and Exhibit A-1 Amendment #1, Additional Scope of Services, in accordance with Exhibit B-1 Amendment #4 Budget, through Exhibit B-3 Amendment #4.
- The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
- 4. Payment for services provided in accordance with Exhibit A, Scope of Services, and Exhibit A-1 Amendment #1, Additional Scope of Services shall be made as follows:
 - 4.1 Payments shall be made on cost reimbursement basis only, for allowable expenses and in accordance with Exhibits B-1 Amendment #4, SFY 2020 Family Mutual Support Services Budget through Exhibit B-3 Amendment #4, NAMI Peer Education Services Budget.
 - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1 Amendment #4 Budget, through Exhibit B-3 Amendment #4, NAMI Peer Education Services Budget.
 - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 4, that support evidence of actual expenditures, in accordance with Exhibit B-1 Amendment #4 Family Mutual Support Services Budget, through Exhibit B-3 Amendment #4 NAMI Peer Education Services Budget for the previous month by the tenth (10th) working of the current month.
 - 4.5. The invoices for services outlined in Exhibit B-1 Amendment #4 Family Mutual Support Services Budget, through Exhibit B-3 Amendment #4, NAMI Peer Education Services Budget shall be submitted preferably by e-mail on Department approved invoices to:

Tanja Milic, Business Administrator II Bureau of Behavioral Health Department of Health and Human Services 105 Pleasant Street

NAMI NH SS-2015-BBH-00-NAMI Exhibit 8 Amendment #4
Page 1 of 2

Contractor Initials:

Date:



New Hampshire Department of Health and Human Services Suicide Prevention & Family Mutual Supports

Exhibit B - Amendment #4

Concord, NH 03301 Tanja Milic@dhhs.state.nh.us

- 4.6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- 5. A final payment request shall be submitted no later than forty (40) days from the Form P-37, General Provisions, Contract Completion Date, Block 1.7.
- 6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 7. Notwithstanding Paragraph 18 of the Form P-37, General Provisions, an amendment limited to the transfer of funds within the budgets in Exhibit B-1 Amendment #4 Family Mutual Support Services Budget, through Exhibit B-3 Amendment #4, NAMI Peer Education Services Budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

NAMI NH SS-2015-BBH-00-NAMI Exhibit B Amendment #4
Page 2 of 2

Contractor Initials:

Date: 4/33/19

Exhibit B-1 Amendment #4, SFY 2020 Family Mutual Support Services Budget

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Exhibit 8-2 Amendment MI, SFY 2021 Family Mutual Support Services Budget

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Page 1 of 1

New Hampshire Department of Health and Human Services Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Name: KENNETH NORTH

Tille: EXELUTIVE DIRECTOR

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initials _

Date ソメノ

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Exhibit I

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Exhibit I
Health Insurance Portability Act

Business Associate Agreement
Page 1 of 6

Date 4/23/19

3/2014

Exhibit I

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - 1. For the proper management and administration of the Business Associate:
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Contractor Initials

3/2014

. Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Date 4/23/19

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person used the protected health information or to whom the disclosure was made;
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Date 4/21/19

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall, within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Exhibit 1
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) <u>Termination for Cause</u>

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials

New Hampshire Department of Health and Human Services



Exhibit I

- e. <u>Segregation</u>. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	NAMI NEW HAMPSHIRE
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
	KENNETH NORTON
Name of Authorized Representative	Name of Authorized Representative
	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
	4/23/19
Date	Datè

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 6 of 6 Contractor Initials

New Hampshire Department of Health and Human Services Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- Name of entity
- 2. Amount of award
- 3. Funding agency
- 4. NAICS code for contracts / CFDA program number for grants
- 5. Program source
- 6. Award title descriptive of the purpose of the funding action
- 7. Location of the entity
- 8. Principle place of performance
- 9. Unique identifier of the entity (DUNS #)
- 10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Data

Title: EXECUTIVE PIRELTOR

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2 Contractor Initials 19

New Hampshire Department of Health and Human Services Exhibit J



FORM A

	the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the clow listed questions are true and accurate.
1.	The DUNS number for your entity is: 883088411
2.	In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
	If the answer to #2 above is NO, stop here
	If the answer to #2 above is YES, please answer the following:
3.	Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
	NOYES
	If the answer to #3 above is YES, stop here
	If the answer to #3 above is NO, please answer the following:
4.	The names and compensation of the five most highly compensated officers in your business or organization are as follows:
	Name: Amount:

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

Contractor Initials

New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Date 4/8/19

New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) -will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
 - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to a

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Exhibit K
DHHS Information
Security Requirements
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New Hampshire Department of Health and Human Services





DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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Exhibit K **DHHS Information** Security Requirements Page 3 of 9

New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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New Hampshire Department of Health and Human Services





DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information

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New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K
DHHS Information
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New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

- limit disclosure of the Confidential Information to the extent permitted by law.
- Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users, DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA. and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents:
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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Exhibit K **DHHS** Information Security Requirements Page 8 of 9

New Hampshire Department of Health and Human Services Exhibit K





DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhbs.uh.gov

June 8, 2017

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option and amend an existing sole source contract agreement with NAMI (National Alliance on Mental Illness) New Hampshire (Vendor # 166630), 85 North State Street, Concord NH, 03301, by increasing the price limitation by \$1,611,351.00 from \$1,464,407.00 to an amount not to exceed \$3,075,758.00, to provide family mutual support and suicide prevention services and extend the Completion Date from June 30, 2017 to June 30, 2019, effective upon date of Governor and Executive Council approval. This sole source agreement was originally approved by Governor and Council on August 5, 2015; Item #28, and amended (Amendment #1) and approved by the Attorney General's office on November 25, 2015, and subsequently amended on January 18, 2017, Item #17. 100% General Funds.

Funds are available in the following accounts for State Fiscal Year 2018 and SFY 2019, and are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation.

05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY MUTUAL SUPPORT SERVICES

Fiscal Year	Class/ Class Title Job Account		Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102- 500731	Contracts for Program Services	92207012	\$474,999.65	0	\$474,999.65
2017	102- 500731	Contracts for Program Services	92207012	\$474,999.35	, 0	\$474,999.35
· ·			Subtotal:	\$949,999.00		\$949,999.00

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	102- 500731	Contracts for Program Services	49053316	\$166,620.00	0	\$166,620.00
2017	102- 500731	Contracts for Program Services	49053316	\$83,380.00	0	\$83,380.00
			Subtotal:	\$250,000.00		\$250,000.00

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILDREN YOUTH & FAMILIES, STAY GRANT

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount)	Revised Modified Budget
2017	563- 500915	Community Based Services		\$264,408.00	. 0	\$264,408.00
			Subtotal:	\$264,408.00	· · · · · · · · · · · · · · · · · · ·	\$264,408.00

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, BUREAU OF CHILDREN'S BEHAVIORAL HEALTH SYSTEM OF CARE

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	072- 509073	Grants- Federal	92102100	0.	\$44,009.00	\$44,009.00
2018	102- 500731	Contracts for Program Services	92102053	0	\$308,534.00	\$308,534.00
2019	102- 500731	Contracts for Program Services	92102053	. 0	\$308,534.00	\$308,534
	•		Subtotal:	0	\$661,077.00	\$661,077.00

05-95-92-922010-4119 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, FAMILY MUTUAL SUPPORT SERVICES

SFY	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102- 500731	Contracts for Program Services	92204119	0	\$475,137.00	\$475,137.00
2019	102- 500731	Contracts for Program Services	92204119	· .	475,137.00	475,137.00
		<u> </u>	Subtotal:		\$950,274.00	\$950,274.00
			Total	\$1,464,407	\$1,611,351.00	\$3,075,758.00

EXPLANATION

This request is **sole source** because this vendor is uniquely positioned to have the ability to provide family mutual support and suicide prevention services across the State. The vendor has provided exceptional services for the Department on a statewide level since 2013. The purpose of this request is to exercise two (2) years of the four (4) year renewal option to have the vendor continue to provide family mutual support and suicide prevention services through support, education and advocacy for people affected by mental illness.

NAMI New Hampshire has provided family mutual support and suicide prevention services by conducting one-to-one support for families and mental health consumers across the life span, as well as support groups in multiple communities across the State. This includes families that have experienced mental illness, but are not in the mental health system; families who have experienced mental illness but are having difficulty accessing services; and families who have experienced a suicide as a result of mental illness. The contractor provides all of these supports, which are not currently available through community mental health centers. Additionally, this contract provides training to lay persons in order to identify and connect to available resources for suicide prevention, which benefits individuals who are at risk of suicide and have not reached out for help.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request there may not be adequate support services of this nature for families of individuals with severe and persistent mental illness or for parents and families of children with serious emotional disturbances who are trying to navigate the mental health system. Further, families and professionals may not have the opportunities to participate in training, support group leadership, and advocacy networks that assist them with how to help prevent suicide or help individuals affected by suicide. Also, consumers of mental health services and their families may have fewer opportunities for one-to-one and group support in multiple communities across the state.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

As referenced in the Exhibit C-1 of this contract, this Agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Division is exercising two (2) of the four (4) years of this renewal option.

Area Served: Statewide

Source of Funds: 100% General.

Respectfully submitted,

Katja S. Fox Director

Approved by:

Jeffrey A. Myers Commissioner



State of New Hampshire Department of Health and Human Services Amendment #3 to the Family Mutual Support & Suicide Prevention Services Contract

This 3rd Amendment to the Family Mutual Support & Suicide Prevention Services contract (hereinafter referred to as "Amendment #3") dated this 2nd day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), and amended by an agreement (Amendment #1) approved on November 25, 2015 by the Attorney General, and subsequently amended (Amendment #2) on January 18, 2017 (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, add budget line items, and modify the scope of services: and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1. Amend Form P-37, General Provisions, Block 1.6, to add Account Numbers 05-95-92-922010-4119-102-500731 and 05-95-92-921010-2053-102-500731 and 05-95-92-921010-2053-072-509073.
- Amend Form P-37, General Provisions, Block 1.7 to read, June 30, 2019.
- 3. Amend Form P-37, General Provisions, Block 1.8, to increase the Price Limitation by \$1,611,351.00 from \$1,464,407.00 to read: \$3,075,758.00.
- 4. Amend Form P-37, General Provisions, Block 1.9 Contracting Officer for State Agency, to read, Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
- 5. Amend Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read, 603-271-9246.

Page 1 of 4

6. Delete Exhibit A, Section 2.2, in its entirety.

NAMI New Hampshire Amendment #3

Contractor Initials:

Date:



- 7. Delete Exhibit A, Section 5.7, in its entirety.
- 8. Delete Exhibit B, Section 2, in its entirety.
- 9. Amend Exhibit B, Section 5.5, to read:

The invoices for services outlined in Exhibit B-1 Budget, through Exhibit B-11 Budget, shall be submitted preferably by e-mail on Department approved invoices to:

Tanja Milic, Business Administrator II Division for Behavioral Health Department of Health and Human Services 105 Pleasant Street Concord NH 03301 Tanja, Milic@dhhs.nh.gov

10. Add:

Exhibit B-8 Budget, Amendment #3, Family Mutual Support Services, SFY 2018.

11. Add:

Exhibit B-9 Budget, Amendment #3, System of Care, SFY 2018.

12. Add:

Exhibit B-10 Budget, Amendment #3, Family Mutual Support Services, SFY 2019.

13. Add:

Exhibit B-11 Budget, Amendment #3, System of Care, SFY 2019.

Contractor Initials:

Date:

NAMI New Hampshire Amendment #3

Page 2 of 4



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire

Department of Health and Human Services

NAMI NH

Acknowledgement:

State of NEW HAMPSHIRE County of MERRIMANC before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

DIANE GEDNEY, HOUGH FLORE Mar Commission Expires July 10, 2018

NAMI New Hampshire Amendment #3

Page 3 of 4

Contractor Initials



The preceding Amendment, having bee substance, and execution.	n reviewed by this office, is approved as to form,
	OFFICE OF THE ATTORNEY GENERAL
Date Page 1	Name: Mulm As Lodd
Date / /	Title: Allow
I hereby certify that the foregoing Amen Executive Council of the State of New F (date of meeting)	dment was approved by the Governor and lampshire at the Meeting on:
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:

NAMI New Hampshire Amendment #3

Page 4 of 4

Contractor Initials:

Date:

Exhibit 8-8 Budget Amendment #3

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: NAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: July 1, 2017-June 30, 2018

	Total Program Cost					Contractor Bhere / Match		Funded by DIBIS contract share				
Like then	Direct indirect indirect incremental incre		Total			Indirect	Total	1	Direct	Mr. Indirect	Total	
Total Satary/Wages	\$ 277,678.		00 \$ 310,999	00		\$ 73		5	277,878.00			
2. Employee Benefits	\$ 91,978		00 5 103,015	00	ş ·	\$ 5		3	91,978,00		103,015,00	
3. Conduitants	\$ 4,500	.00 \$ 540.	CO S 5,040	.00	\$	\$		\$	4,500.00	540.00 \$	5,040.00	
1. Equipment:	\$		3		\$.	\$. \$		\$				
Rental	\$		\$		\$	\$ - 5		*	- 1	·		
Repair and Maintenance	\$. 3	\$		ş .	\$		•		· · ·		
Purchase/Depreciation	\$		\$		<u>.</u>	\$		3	· · ·			
5. Supplee:	<u>.s</u>		- 1		\$	\$ 5		Š		-, 		
Educational	\$ 31,950	.00 \$ 3,835	00 1 35,794	00	•	3 3	•	3	31,959.00	3,835,00 \$	35,794.00	
Lab	3		\$	·_ 1	\$	\$		1			33, 54,00	
Pharmacy		\$			\$	\$ - 3	-	3				
Medical	\$	\$	_ 1 \$		•	\$ 5		\$: 1	. + :		
Office	3		_ T \$		\$ ·	\$	···	3		 		
5. Traivel	13,013.	00 \$ 1,562.	00 \$ 14,575	∞ :	<u> </u>	\$. \$	•	3	13,013,00 8	1,502,00 \$	14,575.00	
7. Occupancy	3		1 3		5	3 - 3		s			1-7,07,0.00	
8. Current Expenses	I.1.	1	5		\$	1		1				
Talephone	\$ 4,250		00 \$ 4,780	00	•	š · Š		1	4,250,00 \$	510.00 \$	4,760.00	
Postage	\$ 852.	.00 \$ 102.	00 1 954	00	5	\$		\$	852.00 S		954.00	
Subscriptions	3	_	\$			\$		-				
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Insurance	1	_ []	15	.	<u>.</u>	\$		Ś	······	 1		
Board Expenses	13	. \$	- 1		s ·	\$. (5		•		1		
9. Software	1	_ 1 3			<u>.</u>	5		1				
10. Marketing/Communications	\$				ş :	\$		3				
11. Staff Education and Training	\$.	. \$			ş	3 - 3		İ	 		 -	
12. Subcontracts/Agreements	\$.	3			· ·	\$ \$	**	š	-			
 Other (specific details mandately): 	\$		S	_ [\$	\$		\$				
	\$	\$	5		£	\$. \$		ī				
	\$.	. \$				\$ - \$		\$			 -	
	\$	_ \$				\$. \$:	-				
TOTAL	\$ 424,230.	00 1 50,007.	00 \$ 475,137.	86		·		·	424,230.00 6	50,907.00 5	475,137,00	

NAM Hew Hampshire Exhibit 8-8 Page 1 of 1 Contractor Initiats:

Deco: (4/0/1)

Exhibit 6-9 Godge

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Kame: NAM! New Hampshire

Budget Request for: System of Care

Budget Period: July 1, 2017-June 30, 2018

	•	Total Program Cost			ector Share / Match	Funded by DHHLI contract share .					
in the last of the	Direct Indirect Total			Direct Commental	Indirect Total	Direct Score	Or Resident				
1. Total Satary/Wages	\$ 207,189.87	24,880.33	\$ 232,030.25			207,189.87	\$ 24,860,36	\$ 232,030.75			
2. Employee Benefits	\$ 50,837,23	7,180.47	\$ 67,017.70			\$ 50,637.23	\$ 7,180.47	5 67,017,70			
J. Consultants		3	\$ -			L		\$			
I. Equipment:		<u> </u>	\$					\$ · .			
Rental		[\$	3			<u> </u>		\$			
Repair and Maintenance	\$	1	\$. ·					\$.			
Purchase/Depreciation	5	,	\$, 			
5. Supplies:	\$ 10,963.00	1,318.45	\$ 12,301.45			\$ 10,983.00	1,318.45	\$ 12,301,45			
Educational			\$ -					1			
Leb		[3 ·]	\$			1		<u> </u>			
Pharmacy	1	3 - 1	\$			1		\$ ·			
Medical -	\$		\$ -					5 .			
Office	\$	- 1	3 .			1		:			
S, Travel	27,000.00	\$ 3,240.00	\$ 30,240.00			\$ 27,000.00	\$ 3,240.00	\$ 30,240.00			
7. Occupancy	\$	\$	\$ -		,			1			
8. Current Expenses			\$.		·	1		\$.			
Telephone	3 3,780.00	\$ 453.60	\$ 4,233.60			3,780.00	453.60	\$ 4,233.60			
Postage		<u>\$</u>		نده سيستندني]		. ·			
Subscriptions								\$ ·			
Audit and Legal	. 5		\$			1		5 -			
Insurance	3				·· ·	T		\$			
Board Expenses		1	\$			1		\$			
9. Software	\$ 6,000.00	\$ 720.00	1 6,720.00			\$ 6,000.00	\$ 720.00	6,770.00			
10. Marketing/Communications		[\$.	نون :				\$			
11. Staff Education and Training		[5 -]	\$	I							
12. Succontracts/Agreements		T3 •	\$			7		•			
13. Other (specific delais mandatory):		I 1	\$			1					
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	\$	T 5	\$			T* 1		ī :			
• .		[]				<u> </u>					
TOTAL	3 314,778,10	3 37,772.90	352,843.00			\$ 314,776.10	37,772.80	352,543,00			

MAND New hampshire Exhibit 8-9 Page 1 of 1 Contractor Initiats: 1/5/1

Exhibit 8-10 Budget Amendment #3

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Hartet: HAMI New Hampshire

Budget Request for: Family Mutual Support Services

Budget Period: July 1, 2018-June 30, 2019

	Yotal Program Cost				Contractor Share / Match					Funded by DHHS contract share				
un mins take. Minere	Direct Encremental	indirect	Total		Direct fulls of	Indirect Reed		1717 ·	Total		birect (Commercial	indirect . St. Fixed 100	<u>:</u> ;	Total
1. Total Salary/Wages	\$ 278,500.00			3			-	13.		T	278,500.00	33,420.00	П	311,920.00
Z. Employee Benefits	\$ 91,978.00				· 3			1 5		\$	91,978.00	11,037.00	Ti	103,015.00
). Consultants	\$ 4,500.00	540.00	5,040.00	13			•	3		5	4,500.00	540 00	Ti-	5,040.00
l. Equipment:	\$	<u> </u>	\$	1			∹	3		\$		\$	13	
Rental	\$ -	[\$ ···	\$·	1	- 15		- -	1		\$	• 1	3	15	
Repair and Maintenance	\$	1	•	1	\$		•	T \$	·	3	•	\$ ·	11	•
Purchase/Depreciation			S	1 1	. 1		-:	1	-	3	• 1		Ti	•
i. Supplies:	\$		•	1	- 13			13		3		\$.	13	
Educational	\$ 30,943.00	3,833.00	34,776.00	13			•	13		•	30,943.00	3,833.00	11	34,776.00
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Medical	\$		3 .	1	- 3		·	13		•			13	
Office	•	11	š ·	1	· \$			1 3	•	\$		3	11	
Travel	\$ 13,100.00	3 1,572,00	14,872.00	3	- [3		-	3		\$	13,100,00	1,572.00	13	14,672,00
7. Occupancy		13	š ·	<u> </u>	- 18		·-	13_	•	3		s ·	13	
L. Current Expenses			<u> </u>	T			 -	13		\$.	1:	,
Yelophone	\$ 4,250.00	\$ 510.00	4,760.00	T	. 1			1		1	4,250 00	510.00	11	4,760.00
Postage	\$ 852.00	102.00	954.00	1	. [\$		•	\$		3	852.00	102.00	15	954.00
Subscriptions	\$	1	1	T	· T\$	•	_	13	•	\$	· ·	<u> </u>	13	
Audit and Legal	\$		\$. ·	1	- 3		$\overline{\cdot}$	13		•		ş ·	13	
Insurance	•	<u> </u>	\$ ·	3	. [\$			\$		3	- ,	· ·	13	•
Board Expenses		\$ ·	\$	1				13	•	3	•	· ·	13	
. Software	\$		\$.	1	· 18		$\overline{\cdot}$	13	• • •	•			11	
Marketing/Communications	¥ .			П	- 13			1		3		3	13-	
1, Staff Education and Training	\$ ·	\$ · [\$	13	. 1		$\overline{}$	1		•		š ·	13	
2. Subcontracts/Agreements	\$.	13	•	1	· 13			i	,	1		<u>.</u>	1:	
3. Other (specific details mandatory);			\$.		- 1			Is		\$	- 1	\$.	13	
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-	\$	13	<u> </u>	1	· i			T i		1		} 	13	
TOTAL	\$ 424,123.00	\$ 51,814,00	475,137.00	11	. 1			1		•	424,123.00	51,914.00	1	475,137.00

NAME New Hampshire Exhibit B-10 Page 1 of 1 Construction tributes: AVI

Exhibit B-11 Budget

New Nampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Kame: NAKI New Hampshire

Budget Request for: System of Care

Budget Period: July 1, 2018-June 30, 2019

		Yotal Program Cost		Direct	Contractor Share / Match				d by DHHS commed als		
And Teles (2) 2252 (1) (1) (1)	Direct 'n' Lincremental :	Indirect 	indirect		indirect.	Your State of State	Direct		Indirect	Total	
. Total Salary/Wages	\$ 173,507.15		194,328.01			T	11	173,507.15	20,820.86	\$ 194,328,01	
. Empkyee Benefits	\$ 54,352.27	6,522.27	60,874.54				\$	54,352,27 \$	6,522.27	5 60,874.54	
Consultarits	<u>.</u>	\$ · [:	\$		L					\$ ·	
Equipment:	\$	}	\$·							\$.	
Rental		\$	\$ ·		[I	1			<u>.</u>	
Repair and Maintenance		\$ · [<u> </u>		I					\$	
Purchase/Depreciation	\$	\$	<u> </u>		I					\$.	
. Supplies:	\$ 10,844,00 \$	1,301,28	12,145.28		1	<u></u>	T\$ -	10,844.00 \$	1,301.28	12,145,28	
Educational		8	\$ ·			· · · · · · · · · · · · · · · · · · ·				\$	
Lab		s : I			1_	1		-		\$ ·	
Pharmacy	\$·	\$			Ι .					\$	
Medical	\$	s	\$ ·		I					\$	
Office	\$ · [\$ · [:	\$		l					\$.	
Travel	\$ 27,000.00 1	3,240,00	30,240.00				\$	27,000.00 \$	3,240.00	30,240.00	
Occupancy	\$	<u> </u>	\$		Y = = =		T			\$	
Current Expenses	\$ [}	<u> </u>	ş		1		Т.			S .	
Telaphone	3,780.00 1	446,17 1	4,226,17		1		\$	3,780.00 \$	648.17	4,726,17	
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Audt and Legel	\$	•	•		1					5	
insurance	1		\$ · `		I					5 .	
Board Expenses		\$·					I			5	
. Software	5 6,000.00 1	770.00 1	6,720.00		1		1 8	6,000.00 \$	720.00	8,720.00	
Marketing/Communications	·	<u> </u>	•		i	_				\$	
Staff Education and Training		\$			1	I					
2. Subcontracts/Agreements		.]								\$ -	
Other (specific durals mendatury);						I				3	
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	1						1			} -	
TOTAL	8 275,483,42 8	33,054.58	305,534.00	3 .	1	T\$.	TI	275,483,42 3	33,638,58	301,331,04	

NAMI New Hampshire Exhibit 8-11 , Page 1 of 1 Contractor Initiate: XIII







Katja S. Fox Director



December 19, 2016

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NIL 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council State House Concord, New Hampshire 03301

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ltern ⊮	17	

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend a sole source, retroactive agreement with NAMI (National Alliance on Mental Illness) New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301, by increasing the price limitation \$264,407 from \$1,199,999 to \$1,464,407, retroactive to October 1, 2016 effective upon Governor and Executive Council approval, through June 30, 2017. 83% General Funds / 17% Federal Funds.

The Governor and Executive Council approved the initial sole source agreement on August 5, 2015 (Item #28). The agreement was amended (Amendment #1) and approved by the Attorney General's office on November 25, 2015.

Funds are available in the following accounts for State Fiscal Year 2017, pending legislative approval of the next biennial budget, with the ability to adjust encumbrances between State Fiscal Years if needed and justified without further approval of the Governor and Executive Council.

05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY MUTUAL SUPPORT SERVICES

SFY	CLASS/ OBJECT	CLASS TITLE	CURRENT AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
2016	102-500731	Contracts for Program Services	\$474,999.65	0 .	\$474,999.65
2017	102-500731	Contracts for Program Services	\$474,999.35	0	\$474,999.35
	 -			Contract Subtotal:	\$949,999.00



His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	CLASS/ OBJECT	CLASS TITLE	CURRENT AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
2016	102-500731	Contracts for Program Services	\$250,000.00	0	\$250,000.00
	,			Contract Subtotal:	\$250,000.00

05-95-42-421010-1238 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILDREN YOUTH & FAMILIES, STAY GRANT

SFY	CLASS/ OBJECT	CLASS TITLE	CURRENT AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
2017	563-500915	Community Based Services	0	\$264,407.39	\$264,407.39
			Contract Subtotal:	\$264,407.39	\$264,407.39
			Contract Total:	\$264,407.39	\$1,464,406.39

EXPLANATION

This request is sole source because this is the only vendor in New Hampshire that has the ability to provide family mutual support and suicide prevention services and has provided exceptional services for the Department on a statewide level since 2013. This request is retroactive because there were unexpected delays experienced in obtaining the information needed to process the contract prior to the close of State-Fiscal-Year-2016. The purpose of this request is for the vendor to increase the scope of the contract to incorporate four and three-quarters (4.75) Full Time Equivalent (FTE) fully-trained Family and Community Support Specialists to provide one-to-one support to families with children who have serious emotional disorders. The vendor will also provide one (1) Director of Child and Family Support who will supervise and train the Family and Community Support Specialists.

NAMI New Hampshire has provided family mutual support and suicide prevention services by conducting one-to-one support for families and mental health consumers across the life span, as well as support groups in multiple communities across the state. This includes families that have experienced mental illness, but are not in the mental health system; families that have experienced mental illness, but are having difficulty accessing services; and families that have experienced a suicide as a result of mental illness. The contractor provides all of these supports, which are not currently available through community mental health centers. Additionally, this contract provides training to lay persons in order to identify and connect to available resources for suicide prevention, which benefits individuals who are at risk of suicide and have not reached out for help.

Should the Governor and Executive Council not approve this request there may not be adequate support services of this nature for families of individuals with severe and persistent mental illness, or for parents and families of children with serious emotional disturbances, who are trying to navigate the mental health system. Further, families and professionals may not have the opportunities for training, support group leadership, and advocacy networks that assist them with how to help prevent suicide or help individuals affected by suicide. Also, consumers of mental health services and their families may have fewer opportunities for one-to-one and group support in multiple communities across the state.



His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 3

Area Served: Statewide

Source of Funds: 83% General, 17% Federal. (CFDA # 93.778 Agency Department of Health and Human Services; Office: Centers for Medicare and Medicaid Services — FAIN # is 05-1505NHBIPP.)

Respectfully submitted,

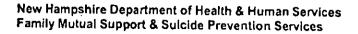
Katja S. Fox

Director

Approved by:

Jeffrey A. Myer







State of New Hampshire Department of Health and Human Services Amendment #2 to the Family Mutual Support & Suicide Prevention Services Contract

This 2nd Amendment to the Family Mutual Support & Suicide Prevention Services contract (hereinafter referred to as "Amendment #2") dated this 13th day of October, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), and amended by an agreement (Amendment #1) approved on November 25, 2015 by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS, the parties agree to increase the price limitation, add budget line items, and amend the scope of services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth_herein, the parties hereto_agree_to_amend as follows:

- 1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,464,407
- 2. Add Exhibit A-1 Amendment #2.
- 3. Add Exhibit B-7 Budget.







This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

Meyers Commissioner

NAMI NH

TITLE EXECUTIVE DIRECTOR

Acknowledgement:

County of MERRIMALL on 11-29-16 undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

DIANE GÉDNEY, Notary Public My Commission Expires July 10, 2018







execution.	en reviewed by this office, is approved as to form, substance, and
12/28/4 Date	Name: William Vicale
I hereby certify that the foregoing Ame the State of New Hampshire at the Me	Title: All ! Number of the Governor and Executive Council of the c
	OFFICE OF THE SECRETARY OF STATE
Date ,	Name: Title:



Exhibit A - 1 Amendment #2

Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an Impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor shall expand statewide capacity to provide family support and education to families of children and adolescents with serious emotional disturbance (SED), prioritizing those families enrolled in the FAST Forward program.
- 1.4 For the purposes of this contract, FAST Forward shall be a program designed to provide support to children, youth, and their families by using a high fidelity wrap around approach, and adhering to a System of Care model.

2. SCOPE OF WORK

- 2.1 The Contractor shall provide staffing that includes, but is not limited to:
 - 2.1.1 Four and three quarters (4.75) fully-trained Family Peer Support Partners (FPSP) to provide one-to-one family support.
 - 2.1.2 One (1) Director of Child and Family Support who shall supervise and train the FPSP.
- 2.2 The Contractor shall expand the community network of family leaders by:
 - 2.2.1 Identifying four (4) potential family leadership candidates.
 - 2.2.2 Ensuring two (2) candidates complete a NAMI of New Hampshire leadership program of their choice.

Contractor Initials: 21

NAMI New Hampshire Exhibit A -1 Amendment #2 Page 1 of 5-



Exhibit A – 1 Amendment #2

2:3	leaders	The Contractor shall expand statewide opportunities for family leadership involvement related to mental health, which shall include, but are not limited to:		
	2.3.1	Governance structures, by participating in meetings and providing a family perspective.		
••	2.3.2	Public Policy boards.		
	2:3.3	Advocacy boards and task forces.		
	2.3.4	Delivering family education programs.		
•	2,3.5	Supporting group facilitation.		
2.4	The Contractor shall ensure the FPSP are available to provide one-to- one support to a minimum of ten (10) families at any given time, with priority given to families enrolled in the FAST Forward Program. One- to-one support may include, but is not limited to:			
	2.4.1	Advocacy assistance		
	2.4.2	Family Peer support		
•	2.4.3,	Education		
	2.4.4	Community referral		
2.5	The Contractor may deliver services in Section 2.4, above, in a variof methods, which may include, but are not limited to:			
•	2.5.1 ⁻	Phone contact.		
	2.5.2	Email contact.		
	2.5.3	Face-to-face contact, the location of which may include, but is not limited to:		
		2.5.3.1 Family's home.		
	• •	2.5.3.2 School.		
		2.5.3.3 Wraparound Team meeting.		
-		2.5.3.4 Other community location.		
2.6	Challen	The Contractor shall ensure a minimum of two (2) Parents Meeting the Challenge (PMC) Family Education Programs are delivered. The Contractor shall ensure:		

Each program is available to a minimum of six (6)

Each program consists of eight (8) sessions.

NAMI New Hampshire Exhibit A –1 Amendment #2 Page 2 of 5

2.6.1

2.6.2

participants.

Contractor Initials: 211



Exhibit A - 1 Amendment #2

_		2.6.3 Each session is scheduled for a minimum of three (3) hours.		
	•	2.6.4 Onsite childcare is available to all participants.		
		2.6.5 All participants sign in prior to the beginning of the program.		
		2.6.6 All participants are provided with a satisfaction survey.		
	2.7	The Contractor shall ensure all individuals receiving services funded through this contract are provided with a satisfaction survey for completion.		
	2.8	The Contractor shall evaluate the One-to-One Support Program and the PMC Family Education Program based on the satisfaction surveys completed in accordance with Section 2.7.		
	2.9	The Contractor shall provide a narrative summary of the One-to-One Support Program and the PMC evaluations in accordance with Section 2.8, above.		
3 .	Repor	ing Requirements		
	3.1	The Contractor shall provide monthly reports to the Department that include, but are not limited to:		
	•	3.1.1 Contract activities completed during the previous month, including the number of families served and support/services provided.		
,		3.1.2 Barriers to providing services.		
		3.1.3 Action plan to address identified barriers.		
٠.	3.2	The Contractor shall provide a summary of the One-to-One Support Program with each invoice to the FAST Forward Program Manager. The summary shall include, but not be limited to:		
		3.2.1 A detailed summary of the work completed as described in Section 2, Scope of Work.		
		3.2.2 A summary of PMC's delivered including, but not limited to:		
		3.2.2.1 Dates PMC was delivered.		
	•	3.2.2.2 Number of participants.		
		3.2.3 Number of families assigned to each FPSP.		
· ·	3.3	The Contractor shall ensure monthly reports contain information for each family served that includes, but is not limited to:		

3.3.1 Family Name

3.3.2 Amount of travel for each FPSP, to assess for capacity and costs for sustainability.

Contractor Initials: All Date: 11/29/16

NAMI New Hampshire Exhibit A -1 Amendment #2 Page 3 of 5



Exhibit A - 1 Amendment #2

3.3		of hours the each invoice d	FPSP provided as support to each ate range.
3.3	.4 Type of su	upport provided	d:
	. 3.3.4.1	Advocacy a	ssistance
	3.3.4.2	Family Pee	r support
• •	3.3.4.3	Education	•
	3.3.4.4	Community	referral
3.3	3.5 Method u not limited		support, which may include, but is
	3.3.5.1	Phone cont	áct.
	3.3.5.2	Email conta	ct.
	3.3.5.3		e contact and location of encounter, include but is not limited to:
		3.3.5.3.1	Family's home.
		3.3.5.3.2	School.
	•	3.3.5.3.3	Wraparound Team meeting.
		3.3.5.3.4	Other community location.

4. Deliverables

- 4.1 The Contractor shall ensure a minimum of 4.75 FTEs are available to provide the One-to-One Support Program as indicated in Section 2.4.
- The Contractor shall ensure a minimum of two (2) PMC Education Programs are delivered, in accordance with Section 2.6, no later than ten (10) days prior to the contract completion date.
 - 4.2.1 The Contractor shall provide attendance sheets from each of the PMCs to the Department no later than five (5) business days from the date of the PMC.
- 4.3 The Contractor shall identify four (4) potential family leadership candidates, as indicated in Section 2.2.1, within sixty (60) days of Governor and Executive Council approval of Amendment #2 to this agreement.
- 4.4 The Contractor shall ensure a minimum of two (2) identified family leadership candidates, as indicated in Section 2.2.2, complete NAMI NH's leadership program no later than ten (10) days prior to the contract completion date.

Contractor Initials: 211

Date: 1/29/16

NAM! New Hampshire Exhibit A –1 Amendment #2 Page 4 of 5

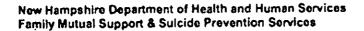




Exhibit A - 1 Amendment #2

- The Contractor shall provide 100% of family members with a satisfaction survey six (6) months into program enrollment.
 - The Contractor shall aggregate the survey results and submit a report on these results each year, to include the number of respondents.

Contractor Initials: 211

Exhibit B-7 Budget - Amendment St

New Hampshire Department of Health and Human Services ICOMPLETS ONE BUDGET FORM FOR EACH BUDGET PERIOD

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Nicholas A. Toumpas Commissioner

> Eric D. Borrio Director

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF BUSINESS OPERATIONS

BUREAU OF CONTRACTS & PROCUREMENT

129 PLEASANT STREET, CONCORD, NH 03301-3857 603-271-9558 1-800-852-3345 Ext. 9558 Fax: 603-271-8431 TDD Access 1-800-735-2964 www.dhbs.nh.gov

November 5, 2015

NH Department of Justice Office of the Attorney General 33 Capitol Street Concord, New Hampshire 03301

Good Morning Attorney Yaple,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division of Community Based Care, Bureau of Behavioral Health and the NAMI New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301. It has been signed by the Associate Commissioner and an authorized signor for the vendor. The vendor provides family mutual support, suicide prevention services and military culture initiative services, statewide. Funding has been extended for the military culture initiative. The Governor and Executive Council approved the original contract on August 5, 2015 (Item #28). 79% General Funds / 21% Federal Funds. This is a zero cost amendment.

The language in Exhibit B, Section 8, reads:

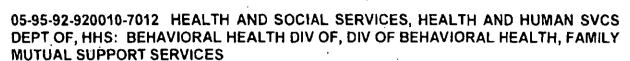
2.6 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.

I am asking that you review and sign this amendment as it does not need further action by the Governor and Executive Council. The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

Funds to support this request are available in the following accounts with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without further action from the Governor and Executive Council.



NH Department of Justice Office of the Attorney General Page 2 of 3



SFY	CLASS/ OBJECT	CLASS TITLE	CODE	Current Budget	Increase/ (Decrease)	New Budget Amount
2016	102-500731	Contracts for Program Services	92207012	\$474,999.65	\$0.00	\$474,999.65
2017	102-500731	Contracts for Program Services	92207012	\$474,999.35	. \$0.00	\$474,999.35
		Contra	ct Subtotal:	\$949,999.00	\$0.00	\$949,999.00

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	CLASS/ OBJECT	CLASS TITLE	ACTIVITY CODE	Current Budget	Increase/ (Decrease)	New Budget Amount
2016	102-500731	Contracts for Program Services	49053316	\$250,000.00	(\$82,380.00)	\$166,620.00
2017	102-500731	Contracts for Program Services	49053316	\$0.00	\$82,380.00	\$83,380.00
	•	Contra	ct Subtotal:	\$250,000.00	\$0.00	\$250,000.00
	•	Contract (Grand Total:			\$1,199,999.00

EXPLANATION

This request is sole source because this is the only vendor in New Hampshire that has the ability to provide family mutual support and suicide prevention services and has provided exceptional services for the Department on a statewide level since 2013.

Federal funding for the military initiative portion of this contract has been extended to the end of State Fiscal Year 2017, which will allow the vendor to provide military initiatives described in the contract until the contract completion date of June 30, 2017.

There are no additional funds being requested in this amendment. Other than the adjustments outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on August 5, 2015 (Item #28).

The military culture initiative provides education and training for military families, supports to survivors of suicide loss, mental health first aid training for military families and a focus on stigma reduction throughout all military culture initiatives.



NH Department of Justice Office of the Attorney General Page 3 of 3

NAMI New Hampshire is expanding the military culture initiative from one (1) year to two (2) years with no change to price limitation in order to ensure military families, professionals and survivors of suicide loss receive the support and military culture training that will allow them to better understand how to respond to and prevent suicide of our military personnel.

Area Served: Statewide

Source of Funds: 79% General Funds/ 21% Federal Funds

Respectfully submitted,

Eric D. Borrin

Director, Contracts and Procurement







New Hampshire Department of Health & Human Services Family Mutual Support & Suicide Prevention Services

State of New Hampshire Department of Health and Human Services Amendment #1 to the Family Mutual Support & Suicide Prevention Services Contract

This 1st Amendment to the Family Mutual Support & Suicide Prevention Services contract (hereinafter referred to as "Amendment #1") dated this 4th day of September, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NAMI New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 85 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 5, 2015 (Item #28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the parties agree to change budget line item amounts, with no change to the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B-Amendment #1, Method and Conditions Precedent to Payment.
- Delete Exhibit 8-3 Budget and replace with Exhibit B-3 Budget Amendment #1.
- 3. Add Exhibit B-6 Budget.





New Hampshire Department of Health & Human Services Family Mutual Support & Suicide Prevention Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

Associate Commissioner

NAMI NH

Acknowledgement:

_, County of TERRIMALK undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

DIANE GEOREY, INDICAY Public My Commission Expires July 10, 2018







New Hampshire Department of Health & Human Services Family Mutual Support & Suicide Prevention Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Name: Main Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ______ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date * Name:
Title:





Exhibit B - Amendment #1

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.778 US Department of Health & Human Services, Balancing Incentive Program (BIP).
- 3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget through Exhibit B-6, Budget.
- 4. The Contractor shall not use or apply contract funds for capital additions or improvements, entertainment costs, or any other costs not approved by the Department.
- Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 5.1. Payments shall be made on cost reimbursement basis only, for allowable expenses and in accordance with Exhibits B-1, Budget through Exhibit B-6, Budget.
 - 5.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget through Exhibit B-6, Budget.
 - 5.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 5.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Section 4, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget through Exhibit B-6, Budget for the previous month by the tenth (10th) working of the current month.
 - 5.5. The invoices for services outlined in Exhibit B-1, Budget, through Exhibit B-6 Budget shall be submitted preferably by e-mail on Department approved invoices to:

Nina McLean, Program Specialist IV
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
nmclean@dhhs.state.nh.us

- 5.6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Contractor Initials: M

NAMI NH Exhibit B - Amendment #1 Page 1 of 2







Exhibit B - Amendment #1

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 through Exhibit B-6 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

NAMI NH Exhibit 8 – Amendment #1 Page 2 of 2 Contractor Initials: M

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Rome: NAM New Homeshire

Output Request for: Mattery Cultural Awareness

Budget Period: July 1, 2015-June 30, 291

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MAMI New Hampshire
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Mage 5 of 1

Friday Not Product

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Biodor/Program Name: NAMI New Kempehire

Budget Request for: Military Cultural Awareness

Budget Period: July 1, 2016-Sept 29, 2016

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NAMI New Hampule Exhibit 6-6 blodget Page 1 of 1



Nicholas A. Toumpas Commissioner

Kathleen A. Dunn Associate Commissioner





STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF BEHAVIORAL HEALTH

105 PLEASANT STREET, CONCORD, NH 03301 603-271-5000 1-800-852-3345 Ext. 5000 Fax: 603-271-5040 TDD Access: 1-800-735-2964

July 21, 2016&C Approved

Her Excellency, Governor Margaret Wood Hassan And the Honorable Executive Council State House, Concord, New Hampshire, 03301

ltam# REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care, Bureau of Behavioral Health, to enter into a sole source, retroactive agreement with NAMI New Hampshire (Vendor # 166630), 85 North State Street, Concord NH 03301, for the provision of family mutual support, suicide prevention services and military culture initiative services in an amount not to exceed \$1,199,999 effective retroactive to July 1, 2015 effective upon Governor and Executive Council approval, through June 30, 2017. 79% General Funds / 21% Federal Funds.

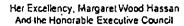
Funds are available in the following accounts for State Fiscal Year 2016 and are anticipated to be available in State Fiscal Year 2017, pending legislative approval of the next biennial budget with the ability to adjust encumbrances between State Fiscal Years if needed and justified without further approval of the Governor and Executive Council.

05-95-92-920010-7012 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, FAMILY MUTUAL SUPPORT SERVICES

SFY	CLASS/OBJECT	CLASS TITLE	ACTIVITY CODE	TOTALS
2016	102-500731	Contracts for Program Services	92207012	\$474,999.65
2017	102-500731	Contracts for Program Services	92207012	\$474,999.35
			Contract Subtotal:	\$949,999.00

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	CLASS/OBJECT	CLASS TITLE	ACTIVITY CODE	TOTALS
2016	102-500731	Contracts for Program Services	49053316	\$250,000.00
· · · · · · · · · · · · · · · · · · ·			Contract Subtotal:	\$250,000.00
			Contract Grand Total:	\$1,199,999.00







EXPLANATION

This request is sole source because this is the only vendor in New Hampshire that has the ability to provide family mutual support and suicide prevention services and has provided exceptional services for the Department on a statewide level since 2013. This request is retroactive because there were unexpected delays experienced in obtaining the information needed to process the contract and send it the vendor prior to the close of State Fiscal Year 2015. The purpose of this request is for the provision of the following services:

- Family Mutual Support Services. These services include support, education and training activities
 for families of individuals with severe and persistent mental illness, as well as to parents and families
 of children with serious emotional disturbances.
- Suicide Prevention Services. These services include the continued implementation of the national
 best practice program, Connect, which increases the competence and confidence of professionals
 and communities when responding to suicide incidents by focusing on prevention (education about
 early recognition), intervention (skills for responding to attempts, thoughts and threats of suicide)
 and postvention (promoting healing and reducing risk after a suicide).
- Military Culture Initiative. The military culture initiative provides education and training for military families, supports to survivors of suicide loss, mental health first aid training for military families and a focus on stigma reduction throughout all military culture initiatives.

NAMI New Hampshire has provided family mutual support and suicide prevention services by providing one-to-one support for families and mental health consumers across the life span, as well as support groups in multiple communities across the state. This includes families that have experienced mental illness, but are not in the mental health system; families that have experienced mental illness, but are having difficulty accessing services; and families that have experienced a suicide as a result of mental illness. The contractor provides all of these supports, which are not currently available through community health centers. Additionally, this contract provides training to lay persons in order to identify and connect to available resources for suicide prevention, which will benefit individuals who are at risk of suicide and have not reached out for help.

NAMI New Hampshire will be adding a military culture initiative during the first year of the contract to ensure military families, professionals and survivors of suicide loss receive the support and military culture training that will allow them to better understand how to respond to and prevent suicide of our military personnel.

Should the Governor and Executive Council not approve this request there will be no support for families of individuals with severe and persistent mental illness, or for parents and families of children with serious emotional disturbances, who are trying to navigate the mental health system. Further, families and professionals will not have the opportunities for training, support group leadership and advocacy networks that assist them with how to help prevent suicide or help individuals affected by suicide. This could result in an increase in the rate of suicides in the state. Also, consumers of mental health services and their families will have fewer opportunities for one-to-one and group support in multiple communities across the state. These resources are not easily replicated elsewhere and will become unavailable to both families who are currently using them, as well as those new to the mental health system in the contract period.





Area Served: Statewide

Source of Funds: 79% General. 21% Federal (CFDA # 93.778 Agency Department of Health and Human Services; Office: Centers for Medicare and Medicaid Services).

Respectfully submitted,

Kathleen A. Dunn

Associate Commissioner

Approved by:

Nicholas Toumpas Commissioner





FORM NUMBER P-37 (version 1/09)

Subject:

Family Mutual Support & Suicide Prevention Services

The State of New Hampshire and the Contractor hereby mutually agree as follows:

1. IDENTIFICATION.	•		
1.1 State Agency Name		1.2 State Agency Address	
Department of Health & Human	Services	129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	·
NAMI New Hampshire		85 North State Street Concord, NH 03301	
1.5 Contractor Phone Number	1.6 Account Number 05-95-92-920010-7012-102-	1.7 Completion Date	1.8 Price Limitation
(603) 225-5359	500731 05-95-49-490510-2985-102- 500731	June 30, 2017	\$1,199,999
1.9 Contracting Officer for S	State Agency	1.10 State Agency Telephor	ne Number
Eric D. Bornin		(603) 271-9558	
1.11 Contractor Signature	•	. 1.12 Name and Title of Con	
Kniff the	· .	Executive L	Pirector
1.13 Acknowledgement: State	of NH County of MERRIM	inck	
On 1115 before the undersigned	officer, personally appeared the	person identified in block 1.12, or	satisfactorily proven to be the
	lock I.II, and acknowledged that	she executed this document in the	ne capacity indicated in block
1.12.	blic or Justice of the Peace	s/he executed this document in the	ne capacity indicated in block
1.12.		She executed this document in the	ne capacity indicated in block
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- 2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").
- 3. EFFECTIVE DATE/COMPLETION OF SERVICES. 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1:7.
- 4. CONDITIONAL NATURE OF AGREEMENT.

 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monics of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials:

8. EVENT OF DEFAULT/REMEL

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or. 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires

prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall b. Galical to those of any Final Report described in the attached EXHIBIT A.

- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other empluments provided by the State to its employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated berein by reference. Each

Contractor Initials: 7/14/

certificate(s) of insurance shall contain a chause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish. the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might . arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

- 20. THIRD PAST. .ES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are beld by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: M. Date: 7/19

Page 4 of 4





Exhibit A Scope of Services

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor shall submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

2. SCOPE OF WORK

- The Contractor shall increase knowledge of consumers, family members, service providers and the general public by providing information regarding suicide, risk factors, protective factors and warning signs and increase the ability to recognize at-risk individuals and connect them to qualified health professionals. The Contractor shall:
 - 2.1.1 Provide Individual Family-to-Family Mutual Support, which includes,
 - 2.1.1.1 Time Limited 1:1 Age Appropriate Support and Education to families across the life span so they may learn and develop skills to:
 - 2.1.1.1.1 Navigate the mental health system.
 - 2.1.1.1.2 Learn effective advocacy skills:
 - 2.1.1.1.3 Manage the stressors that families affected by mental illness experience.
 - 2.1.1.2 Information and Resource (I&R) services by acting as a repository for information and resources regarding mental health. The Contractor shall:

Contractor Initials:

Date: 7/9/15



New Hampshire Department of Health and Human Services Suicide Prevention and Family Mutual Support



- 2.1.1.2.1 Accept and respond to requests for information received from individuals by telephone, e-mail and in person.
- 2.1.1.2.2 Distribute educational materials to individual family members, providers and organizations.
- 2.1.1.3 Maintaining the NAMI NH Website, ensuring that content includes, but is not limited to:
 - 2.1.1.3.1 Accurate and updated resources.
 - 2.1.1.3.2 Current class schedules.
 - 2.1.1.3.3 Support group information.
 - 2.1.1.3.4 Testimony and letters that respond to current legislation.
 - 2.1.1:3.5 The Children's Behavioral Health Plan.
 - 2.1.1.3.6 The NH Health Protection Plan.
 - 2.1.1.3.7 Social networking opportunities for teens and young adults.
 - 2.1.1.3.8 A complete listing of Community Mental Health Centers and Peer Support Agencies.
- 2.1.1.4 Using Web-based Media, Including Video, Facebook, NAMI NH Blog and Twitter to convey information and promote help seeking messages through the use of web based media, including but not limited to video and Social Media. The Contractor shall, at minimum:
 - 2.1.1.4.1 Post videos on the NAMI NH website relevant to:
 - 2.1.1.4.1.1 Family education/support
 - 2.1.1.4.1.2 Suicide prevention.
 - 2.1.1.4.1.3 Supports to those bereaved by suicide.
 - 2:1.1.4.1.4 The NH Health Protection Program and the monitoring of the lawsuit settlement.
 - 2.1.1.4.1.5 Children's Behavioral Health Plan.
 - 2.1.1.4.1.6 Stigma reduction.
 - 2.1.1.4.2 Provide links to educational videos and webinars on topics of interest to families and consumers.

Contractor Initials:

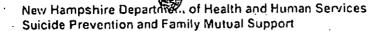




- 2.1.1.4.3 Provide information, support and networking to families and individuals on the NAMI NH Facebook, Blog and Twitter pages:
- 2.1.1.5 Mental Health Resource Center services by providing and distributing science-based printed materials, resources, and referrals to consumer and family support/education programs, including survivor of suicide loss resources through its Mental Health Resource Center.
- 2.1.1.6 Developing and distributing Next of Kin Resources Packets in order to reduce risk and stigma/isolation and increase help seeking behavior. Next of Kin Resources Packets shall, at minimum, include:
 - 2.1.1.6.1 Current science based information/best practices on grief, suicide loss, and warning signs for suicide.
 - 2.1.1.6.2 Resources and connections to Survivors of Suicide Loss support and education programs.
- 2.1.2 Provide Statewide Education and Training on Family Mutual Support, which includes, but is not limited to:
 - 2.1.2.1 Family-to-Family (F2F) Classes By Trained Teachers, as promoted through Community Mental Health Centers (CMHC) and systems that serve adults with Serious Mental Illness (SMI) and/or Serious Persistent Mental Illness (SPMI), for participants who have an adult family member with a mental illness in order to increase knowledge and skills that will enable participants to:
 - 2.1.2.1.1 Understand mental illness.
 - 2.1.2.1.2 Manage personal stressors.
 - 2.1.2.1.3 Engage in and support the treatment and recovery process.
 - 2.1.2.1.4 Advocate for timely and appropriate services.
 - 2.1.2.2 Provide Side-By-Side (SbS) Older Adult Family Education Modules for participants who have an older adult family member and/or consumers and paraprofessionals who work with older adults with mental illness, which includes six (6) psycho-educational modules:
 - 2.1.2.2.1 As promoted through genatric health and mental health providers.

Contractor Initials:







- 2.1.2.2.2 In order to assist participants with:
 - 2.1.2.2.1 Better understanding mental illness in combination with other agerelated issues.
 - 2.1.2.2.2 Accessing supports that assist with being more effective.
 - 2.1.2.2.3 Empowering older adults with mental illness to take a more active role in their care plan.
- 2.1.2.3 Provide Family Support Groups By Trained Facilitators for families across the life span that are affected by mental illness and/or serious emotional disorders through support groups with trained facilitators in order to:
 - 2.1.2.3.1 Provide participants with a safe place to:
 - 2.1.2.3.1.1 Share concerns.
 - 2.1.2.3.1.2 Develop coping skills.
 - 2.1.2.3.1.3 Gain knowledge.
 - 2.1.2.3.1.4 Learn about community resources.
 - 2.1.2.3.2 Provide family members opportunities to:
 - 2.1.2.3.2.1 Gain confidence.
 - 2.1.2.3.2.2 Learn leadership skills.
 - 2.1.2.3.2.3 Move toward advocacy in order to assume active roles on state and local boards and committees that focus on mental health related issues and participate in the promotion of the Children's Behavioral Health Plan.
- 2.1.2.4 Advocacy Leaders assistance in order to assist volunteers to take on the role of Advocacy Leader with whom the Contractor communicates on-going updates on current policy topics that shall be shared with the support group.
- 2.1.2.5 Connection Support Groups For People With A Mental Illness that are modeled to recovery support groups, that allow individuals with mental illness to:
 - 2.1.2.5.1 Learn from and support each other.

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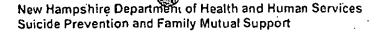


- 2.1.2.5.2 Share the challenges and successes of coping with mental illness.
- 2.1.2.5.3 Obtain comprehensive information regarding:
 - 2.1.2.5.3.1 The NH Health Protection Program.
 - 2.1.2.5.3.2 Improvements to NH's Mental Health System.
- 2.1.2.6 Social Media Parents Meeting the Challenge Support Group for families and caregivers of children and adolescents with emotional disorders, moderated by the Contractor's staff, in order to:
 - 2.1.2.6.1 Provide participants with the opportunity to be part of a supportive community when they are unable to physically attend other NAMI NH support groups because of factors such as health, transportation, childcare, ill family members or lack of a support group in their community.
 - 2.1.2.6.2 Provide participants to 24/7 peer support, education and resources.
- 2.1.2.7 Social Media Family-To-Family Support Group for families and caregivers of adults and older adults with mental illness moderated by the Contractor's staff, in order to:
 - 2.1.2.7.1 Provide participants with peer support, education and resources—when—they—are—unable—to-physically attend other NAMI NH support groups because of factors such as health, transportation, ill family members or lack of a support group in their community.
 - 2.1.2.7.2 Provide participants to 24/7 peer support, education and resources.
- 2.1.2.8 Educational Presentations Through Communication Technology for families affected by mental illness and persons with mental illness through educational presentations using communication technology in order to provide current and helpful information on topics that include, but are not limited to:
 - 2.1.2.8.1 Advocacy and current policy updates.
 - 2.1.2.8.2 Mental health resources and treatments.

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- 2.1.2.8.3 Coping skills and stigma.
- 2.1.2.8.4 Working with the Office of Consumer and Family Affairs (OCFA) to develop presentations focused on persons with mental illness.
- 2.1.2.9 Consumer And Family Education Conference for consumers, transitional age youth, families, providers and interested members of the public that:
 - 2.1.2.9.1 Focuses on various mental health topics/issues across the lifespan.
 - 2.1.2.9.2 Includes the promotion of the Children's Behavioral Health Plan.
 - 2.1.2.9.3 Includes key stakeholders and family members on the Conference Planning Committee during the planning stages.
- 2.1.3 Provide Family And Youth Leadership Development services, which include but are not limited to:
 - 2.1.3.1 Teen/Youth Adult Resources on Social Media and NAMI NH Website, which shall include but is not limited to:
 - 2.1.3.1.1 'Life Under Construction,' a youth leadership interactive social networking site facilitated by a young adult with an emotional disorder, created for and by youth, ages fourteen (14) through twenty-one (21) years, who are affected by emotional disorders/mental illness and transitioning to adulthood, which shall include but is not limited to:
 - 2.1.3.1.1.1 A place where youth to support each other, share ideas, concerns and questions about planning their future.
 - 2.1.3.1.1.2 Information about opportunities available to youth and young adults to get involved in helping to create a better mental health system.
 - 2.1.3.2 Teacher/Leadership Re-Training for Family-to-Family to address:
 - 2.1.3.2.1 Course implementation challenges.

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- 2.1.3.2.2 Improvement on understanding of course content.
- 2.1.3.2.3 Opportunities for networking and serving on state and local boards and committees that focus on mental health related issues.
- 2.1.3.2.4 Current updates on state and community initiatives and resources that include but are not limited to:
 - 2.1.3.2.4.1 The Children's Behavioral Health Plan.
 - 2.1.3.2.4.2 Changes in the mental health delivery system.
- 2.1.3.3 Teacher/Leadership Training for Family-to-Family for family members of adults with mental illness so family members can:
 - 2.1.3.3.1 Deliver the Family-to-Family program objectives.
 - 2.1.3.3.2 Present Family-to-Family course materials.
 - 2.1.3.3.3 Manage group dynamics.
 - 2.1.3.3.4 Obtain updates on current public policy issues, including, but not limited to, improvements to the mental health delivery system in order to share this information with their classes.
- 2.1-3.4-Support-Group-Facilitator-(SGF)/Leadership-Re-Training-inorder to refresh skills, share learned experiences and receive the updates on state and community initiatives and resources that include but are not limited to:
 - 2.1.3.4.1 The Children's Behavioral Health Plan.
 - 2.1.3.4.2 Changes in the mental health delivery system.
 - 2.1.3.4.3 Opportunities for teachers to serve on state and local boards and committees that focus on mental health related issues.
- 2.1.3.5 Support Group Facilitator (SGF)/Leadership Training for family members of a person with SMI/SPMI/SED, which includes training in a specific model in order to ensure new leaders can effectively facilitate and lead a NAMI NH family support group.
- 2.1.3.6 NAMI Connection Facilitator/Leadership Training for leaders who are consumers in recovery in order to:

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- 2.1.3.6.1 Train them in a specific national support group model.
- 2.1.3.6.2 Bring consumers together to learn from and support one another in their recovery journey.
- 2.1.3.6.3 Offer a casual and relaxed approach to sharing the challenges and successes of coping with mental illness.
- 2.1.3.7 'In Our Own Voice' (IOOV) Presenter Training and Re-Training co-taught by consumers who have completed the NAMI nationally recognized training program, which is designed to assist consumers in gaining confidence and empowerment to deliver their personal recovery story by:
 - 2.1.3.7.1 Providing the tools to write compelling personal recovery stories.
 - 2.1.3.7.2 Assist participants with enhancing their public speaking skills.
 - 2.1.3.7.3 Providing space for individuals to practice telling their personal stories within a learning and safe environment.
 - 2.1.3.7.4 Engaging new speakers from diverse backgrounds.
- 2.1.3.8 'Life Interrupted' (L1) Presenter Training and Re-Training that assists family members of any age who have a loved one with a mental illness and/or serious emotional disorder gain confidence through instruction on public speaking and presentation techniques in order to develop presentations that include:
 - 2.1.3.8.1 Their family recovery story.
 - 2.1.3.8.2 Specific facts about mental health.
 - 2.1.3.8.3 Important anti-stigma messaging.
- 2.1.3.9 Public Policy Leadership Training to assist individuals with:
 - Developing effective communication, messaging skills, and advocacy skills.
 - 2.1.3.9.2 Understanding state government.
 - 2.1.3.9.3 Increasing knowledge of current mental health policies.

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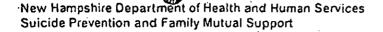




- 2.1.3.9.4 Enabling advocates to educate key stakeholders and Legislators about the importance of mental health issues across the lifespan
- 2.1.3.9.5 Participating on policy committees.
- 2.1.3.10 On-going Technical Assistance to Education, Support and Leadership Programs, Family-to-Family, Side-by-Side, Support Group Facilitation, In Our Own Voice, Life Interrupted, Survivors of Suicide Loss, Public Policy Trained Presenters, Teachers, Leaders and Advocates, NHH Family Support Volunteers, which includes but is not limited to:
 - 2.1.3.10.1 Providing regular communications to, and contact with, trained leaders, teachers, presenters and advocates to support them in their leadership (volunteer) roles.
 - 2.1.3.10.2 Addressing concerns of trained leaders, teachers, and presenters in order to problem solve and provide current mental health updates and resources.
 - 2.1.3.10.3 Making opportunities available for families to participate in statewide quality improvement initiatives.
- 2.1.4 Provide Public Education, includes but is not limited to:
 - 2.1.4.1 Anti-Stigma Messaging In Response To Public Statements
 That Are Prejudicial And Discriminatory via use of
 Newspaper, radio, television and social media sources.
 The Contractor shall develop a plan that includes, but is
 not limited to:
 - 2.1.4.1.1 The NAMI NH WALK.
 - 2.1.4.1.2 Observance of Mental Illness Awareness Week.
 - 2.1.4.1.3 Collaborating and partnering with many agencies, schools, community mental health centers, and NH Hospital, in order to provide numerous activities at the events in Section 2.1.4.1.1 and Section 2.1.4.1.3.
 - 2.1.4.1.4 NAMI NH web-based tools in order to promote positive images associated with mental illness.
 - 2.1.4.2 'In Our Own Voice' (IOOV) Presentations that reduce stigma around mental illness conducted by presenters from

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diverse professional backgrounds including, but not limited to, veterans, service members, police and teachers who share their personal stories of Dark Days, Acceptance, Coping Skills, Treatment, Successes, Hopes and Dreams to targeted audiences that include, but are not limited to:

- 2.1.4.2.1 · Peer support centers.
- 2.1.4.2.2 Mental health and healthcare providers.
- 2.1.4.2.3 Colleges.
- 2.1.4.2.4 Law enforcement.
- 2.1.4.2.5 Department military/civilian committees.
- 2.1.4.2.6 Other contractors and collaborators, as appropriate.
- 2.1.4.3 Life Interrupted Presentations throughout NH in order to educate the public about the impact of mental illness on families, the benefits of family support and education, and the importance of eliminating stigma associated with mental illness presented by family members from diverse backgrounds, including but not limited to veteran and service members, to targeted audiences that include but are not limited to:
 - 2.1.4.3.1 Family and peer support groups and agencies.
 - 2.1.4.3.2 Mental health and health care providers.
 - 2.1.4.3.3 Colleges.
 - 2.1.4.3.4 Criminal Justice.
 - 2.1.4.3.5 Department Military/Civilian committees.
 - 2.1.4.3.6 Other contractors and collaborators, as appropriate.
- 2.1.4.4 Public Presentations to the general public on a variety of topics related to promoting awareness about treatment and recovery of mental illness and serious emotional disorders. The Contractor shall:
 - 2.1.4.4.1 Display and disseminate information about mental illness at conferences, health fairs and other events that are designed for specific, targeted audiences.
 - 2.1.4.4.2 Ensure staff members have completed Cultural Effectiveness training

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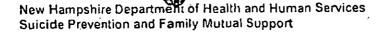


- 2.1.4.4.3 Ensure stigma reduction messaging is a component of all public presentations.
- 2.1.4.5 Mental Health First Aid Training in order to teach participants the skills to identify, understand and respond to signs of mental illness and substance use disorders, including a 5-step plan to assess and respond to an individual that is exhibiting signs of mental illness and/or a substance use disorder.
- 2.1.5 Provide Suicide Prevention & Intervention Training through:
 - 2.1.5.1 Education And Awareness Events that target individuals with SMI their family members, in order to increase awareness of suicide as a public health issue through collaboration with public and private organizations, coalitions, state bureaus, consumer and family organizations and community mental health centers. Events shall be designed to transfer knowledge regarding:
 - 2.1.5.1.1 Suicide.
 - 2.1.5.1.2 Risk factors.
 - 2.1.5.1.3 Protective factors and warning signs.
 - 2.1.5.1.4 The ability to recognize at-risk individuals.
 - 2.1.5.1.5 Connecting at-risk individuals to qualified health professionals.
 - 2.1.5.2 Prevention/intervention_Training_for_Key_Service_Providers, which shall include but not be limited to:
 - 2.1.5.2.1 Connect Best Practice protocols that address how key service providers should respond to a suicide incident.
 - 2.1.5.2.2 Integrating provider-specific roles with other providers to assure gaps are closed resulting in a coordinated community response.
 - 2.1.5.2.3 Promoting early recognition of mental illness, substance abuse disorder and warning signs for suicide.
 - 2.1.5.2.4 Reducing stigmatizing attitudes.
 - 2.1.5.2.5 Promoting help seeking.
 - 2.1.5.2.6 Improving relationships between key service providers and the service delivery system.

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- 2.1.5.3 Technical Assistance And Conference Calls To Support Volunteer Connect Trainers Who Train In Their Local Regions in order to support the volunteer pool of Connect trainers to ensure they have updated information to schedule training and to insure fidelity to the model.
- 2.1.5.4 Prevention Train-the-Trainer For Sustainability Of Trainings Statewide to ensure trainers are certified to lead trainings as described in all of Section 2.1.5 above.
- 2.1.6 Provide Suicide Post-vention Training, which shall include, but not be limited to:
 - 2.1.6.1 Post-vention Training To Key Service Providers in Connect best practice protocols for key services providers in order to:
 - 2.1.6.1.1 Reduce the risk of contagion.
 - 2.1.6.1.2 Provide information about warning signs for suicide in order to increase help seeking behavior and sensitivity.
 - 2.1.6.1.3 Increase the cultural responsiveness of service providers to those bereaved by suicide.
 - 2.1.6.1.4 Provide current science-based information/best practices on:
 - 2.1.6.1.4.1 Grief.
 - 2.1.6.1.4.2 Suicide loss.
 - 2.1.6.1.4.3 Resources.
 - 2.1.6.1.4.4 Connections to Survivors of Suicide Loss:
 - 2.1.6.2 Responding to Suicide Incidents by providing consultation and technical assistance to guide key service providers and community members in the use of Connect best practice protocols implemented after a suicide death in order to promote healing.
- 2.1.7 Provide Supports to Survivors Of Suicide that include, but are not limited to:
 - 2.1.7.1 Supports to Survivors of Suicide Loss Networks that include support and technical assistance to the network for survivors of suicide loss in order to provide support, helpful resources and connection to other families who have lost a family member to suicide.

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- 2.1.7.2 Survivor of Suicide Loss Support Group that includes, but is not limited to, support and technical assistance to survivor of suicide loss support group facilitators including assistance with screening individuals who are interested in attending groups and maintaining appropriate meeting locations.
- 2.1.7.3 Survivor Newsletter that is distributed electronically and by hard copy, statewide, in order to educate service providers, the public, and those affected by suicide regarding:
 - 2.1.7.3.1 The impact of suicide on families and communities.
 - ·2.1.7.3.2 Available resources and supports.
 - 2.1.7.3.3 Reducing the feelings of isolation and shame.
- 2.1.7.4 Coordination of Survivor Voices Speakers Bureau that provides technical assistance, statewide, to trained speakers, including but not limited to:
 - 2.1.7.4.1 Locating presentation sites.
 - 2.1.7.4.2 Distribution of audience materials, including a program evaluation.
- 2.1.7.5 Survivor Voices Speakers Re-Training by providing updates on current research trends in suicide prevention and safe communication, while providing opportunities to process challenges and stigmas encountered as well as methods to address those challenges and stigmas.
- · 2:1.7.6 Individual Survivor Support that:
 - 2.1.7.6.1 Provides individual support to survivors of suicide loss in order to connect them with support groups and other survivor resources on the Connect and NAM! NH websites.
 - 2.1.7.6.2 Assists survivors in organizing and coordinating mutual support and activities that promote awareness about mental illness, suicide prevention, reducing the risk and stigma, as well as promote healing and help seeking for participants.
- 2.2 The Contractor shall lead a military culture awareness initiative that includes, but is not limited to:

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- 2.2.1 Conducting focus groups and interviews to collect input from veterans, service members and their families as well as caregiver experts in order to determine the most relevant topics that will be presented at the 'Veteran, Service Members and their Family' events and presentations.
- 2.2.2 Designing and delivering regional events, that include childcare and expert consultants, in order to prepare, support and educate veterans, service members and their families regarding:
 - 2.2.2.1 Post-traumatic stress disorder (PTSD); traumatic brain injury (TBI) and other injuries of war.
 - 2.2.2.2 Veterans' benefits.
 - 2.2.2.3 Services that can benefit the health and well-being of service members, veterans and their families during challenges they face.
- 2.2.3 Delivering one (1) day long State Conference for three hundred (300) to four hundred (400) participants: The Contractor shall:
 - 2.2.3.1 Ensure childcare and child-specific activities are included and available for participants, as needed.
 - 2.2.3.2 Ensure the conference is designed around the needs and challenges of veterans, service members and their families.
 - 2.2.3.3 Provide attendees with available resources specific to veterans, service members and their families.
 - 2.2.3.4 Ensure the conference addresses:
 - 2.2.3.4.1 Peer support opportunities.
 - 2.2.3.4.2 Self-care awareness.
 - 2.2.3.4.3 Coping and communication skills.
 - 2.2.3.4.4 Suicide prevention training.
 - 2.2.3.4.5 Available support systems throughout the state.
- 2.2.4 Providing Mental Health First Aid Trainings for Veterans, Service Members and their Families that will teach participants:
 - 2.2.4.1 The skills to identify understand and respond to signals of post-traumatic stress, substance use disorders and other mental health conditions.

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- 2.2.4.2 A five (5) step plan to assess and respond to an individual that is exhibiting signs of post-traumatic stress, substance use disorder and other mental health conditions.
- 2.2.5. Providing 'Life Interrupted' presentation trainings to individuals of any age who are family members of a veteran or service member who has post-traumatic stress, substance use disorder and/or other mental health condition in order to teach public speaking and presentation techniques that will be used to share personal perspectives and reduce stigma related to post-traumatic stress, substance use disorder and/or other mental health conditions.
- 2.2.6 Providing 'In Our Own Voice' trainings for veterans and service members so participants can share personal stones with other veterans and service members in order to educate and engage other veterans who are struggling with similar issues.
- 2.2.7 Providing, 'Survivors of Suicide Loss' training for veterans, service members and their family members in order to:
 - 2.2.7.1 Teach participants to speak openly about.
 - The life and the death of their loved one. 2.2.7.1.1
 - How they coped and continue to cope with the 2.2.7.1.2 loss.
 - What has and has not helped them with 2.2.7.1.3 coping.
 - 2.2.7.2 Raise awareness of the risk factors and warning signs for suicide.
 - 2.2.7.3 Increase help-seeking behaviors.
 - 2.2.7.4 Reduce the stigma, shame and isolation that loss survivors feel.
 - 2.2.7.5 Teach individuals and communities how to better help veterans, service members and their family members who have lost someone to suicide.
- 2.2.8 Ensuring anti-stigma messaging is incorporated in all project activities.
- 2.2.9 Providing technical assistance to project partners and stakeholders on:
 - 2.2.9.1 The role and value of family and peer support.
 - 2.2.9.2 How to engage veterans, service members and their families.

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- 2.2.9.3 Adapting curricula to ensure family/peer support is part of all project activities and presentations.
- 2.2.10 Marketing events, trainings and activities through NAMI NH Enews, social media, distribution lists, radio, newspapers and veteran connected organizations.
- 2.3 The Contractor shall submit all proposed materials for the military culture initiative in Section 2.2 to the Department for review and prior approval. Proposed materials shall include, but not be limited to:
 - 2.3.1 Agendas.
 - 2.3.2 Curricula:
 - 2.3.3 Presentation materials.
 - 2.3.4 Educational materials.
 - 2.3.5 Promotional materials.
 - 2.3.6 Web-based media, and shall provide DHHS with lists of participants for each activity listed in this section.

3. PROGRAM ADMINISTRATION

- 3.1 The Contractor shall accept the Department's approved consultation, technical assistance, training, and support as identified and specified by the Department resulting from audit recommendations to fulfill all requirements of the Agreement.
- 3.2 The Contractor shall maintain a Board of Directors, which shall have a minimum of nine (9) voting members of the Board of Directors with experience in the mental health system.
- 3.3 The Contractor shall maintain records of Board of Director membership for purposes of validation of annual board elections and to support efficient and regular communications with membership regarding Contractor activities. The Contractor shall:
 - 3.3.1 Ensure the records are made available to the Department upon request.
 - 3.3.2 Maintain minutes of Board meetings that include, but not limited to:
 - 3.3.2.1 Topics discussed.
 - 3.3.2.2 Action steps and votes.
 - 3.3.2.3 The monthly review of the agency financial status.
 - 3.3.3 Have a documented orientation process and manual for Directors of the Board, which shall be available to the Department upon request.

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- 3.3.4 Provide annual training related to the roles and responsibilities of Directors of the Board to include fiduciary responsibilities.
- 3.4 The Contractor shall maintain an accounting manual specific to the agency which shall include, but not be limited to the following:
 - 3.4.1 Cash management to include cash receipts, cash disbursements, and petty cash;
 - 3.4.2 Accounts Payable and Accounts Receivable Procedures;
 - 3.4.3 Payroll and fixed assets;
 - 3.4.4 Internal Control Procedures;
 - 3.4.5 Expense reimbursement and Advance Policy.
- The Contractor shall notify the Department of any changes in personnel, individual salaries, or amounts of time employed within one (1) month of the change occurring. The Contractor shall:
 - 3.5.1 Require all employees, Board of Directors members, or volunteers who drive Contractor owned vehicles:
 - 3.5.1.1 Sign a State of New Hampshire release of individual motor vehicle driver records form.
 - 3.5.1.2 Ensure that individual driving records indicate a safe driving record.
 - 3.5.1.3 Participate in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.6 The Contractor shall conduct pre- and post-tests for all trainings described in Section 2, Scope of Services in order to determine changes in participant skill, knowledge and confidence. The Contractor shall:
 - 3.6.1 Conduct pre and post-tests at each training.
 - 3.6.2 Evaluate data on a semi-annual basis in order to determine the effectiveness of services provided in Section 2, Scope of Work.

4. REPORTING REQUIREMENTS

- 4.1 The Contractor shall submit on paper quarterly financial and statistical reports within thirty (30) days after the end of each quarter. Quarterly financial reports shall include:
 - 4.1.1 A Corporate Balance Sheet.
 - 4.1.2 Income Statement shall be based on the accrual method of accounting.

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- 4.1.3 Budget-to-Actual Revenue and Expense report (Form A) shall be based on the cash method of accounting.
- 4.1.4 Total revenue and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 4.2 The Contractor shall cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMSA) of the Federal Public Health Service.
- 4.3 The Contractor shall provide a monthly training report that includes, but is not limited to:
 - 4.3.1 The names and numbers of training provided for the previous month.
 - 4.3.2 The number of individuals that participated in each training offered.
 - 4.3.3 Individual and collective results of pre & post tests for each type of training.

5. DELIVERABLES

- 5.1 Support Services
 - 5.1.1 The Contractor shall provide family-to-family support services described in Section 2.1.1.1 each year to a minimum of:
 - 5.1.1.1 Sixty-five (65) families who have an adult affected by mental illness.
 - 5.1.1.2 Fifty (50) families who have a child affected by mental illness.
 - 5.1.1.3 Thirty-five (35) families who have an older adult affected by mental illness.
 - 5.1.2 The Contractor shall respond to a minimum of one thousand (1,000) inquiries described in Section 2.1.1.2, per year.
 - 5.1.3 The Contractor shall post six (6) podcasts on topics relevant to family education and support, suicide prevention, and supports to those bereaved by suicide, per year as described in Section 2.1.1.4.
 - 5.1.4 The Contractor shall distribute a minimum of six thousand one hundred twenty (6,120) resources described in Section 2.1.1.5, per year, of which one hundred twenty (120) shall be in the Spanish language.
 - 5.1.5 The Contractor shall distribute a minimum of three hundred (300) Next of Kin Resources packets described in Section 2.1.1.6, statewide per year.

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5.2 Training/Classes/Presentations

- 5.2.1 The Contractor shall provide a minimum of five (5) Family-to-Family classes each year, containing twelve (12) sessions each, as described in Section 2.1.2.1, statewide, which shall be available to a minimum of twenty (20) participants per class.
- 5.2.2 The Contractor shall provide Side-By-Side classes described in Section 2.1.2.2 to a minimum of one hundred forty (140) participants per year.
- 5.2.3 The Contractor shall provide a minimum of fifteen (15) facilitated support groups described in Section 2.1.1.3 per year.
- 5.2.4 The Contractor shall assist a minimum of fifteen (15) advocacy leaders per year, as described in Section 2.1.2.4.
- 5.2.5 The Contractor shall provide a minimum of four (4) facilitated Connection Groups per year, as described in Section 2.1.2.5.
- 5.2.6 The Contractor shall facilitate social media support groups as described in Section 2.1.2.6 and Section 2.1.2.7 to a minimum of one hundred (100)-members per year.
- 5.2.7 The Contractor shall conduct a minimum of three (3) educational presentations described in Section 2.1.2.8 per year.
- 5.2.8 The Contractor shall conduct one (1) conference per year as described in Section 2.1.2.9, which shall accept a minimum of one hundred twenty-five (125) participants.
- 5.2.9 The Contractor shall recruit a minimum of fifteen (15) new youth participants per year through services described in Section 2.1.3.1.
- 5.2.10 The Contractor shall provide retraining described in Section 2.1.3.2 to a minimum of ten (10) teachers per year.
- 5.2.11 The Contractor shall provide teacher/leadership training described in Section 2.1.3.3 to a minimum of six (6) teachers per year.
- 5.2.12 The Contractor shall provide support group facilitator retraining described in Section 2.1.3.4 to a minimum of ten (10) facilitators per year.
- 5.2.13 The Contractor shall provide support group facilitator training described in Section 2.1.3.5 to a minimum of six (6) facilitators per year.
- 5.2.14 The Contractor shall provide NAMI Connection Facilitator trainings described in Section 2.1.3.6 to a minimum of four (4) facilitators per year.

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- 5.2.15 The Contractor shall provide IOOV training and retraining for a minimum of eight (8) presenters per year, as described in Section 2.1.3.7.
- 5.2.16 The Contractor shall provide LI training described in Section 2.1.3.8 to a minimum of six (6) presenters per year.
- 5.2.17 The Contractor shall provide a minimum of two (2) public policy leadership trainings to a minimum of forty-eight (48) participants per year, as described in Section 2.1.3.9.
- 5.2.18 The Contractor shall provide a minimum of two thousand four hundred (2,400) hours of technical assistance as described in Section 2.1.3.10, per year.

5.3 Public Education

- 5.3.1 The Contractor shall publish a minimum of twelve (12) E-news antistigma articles, MIAW activities, and the NAMI NH Walk per year, in accordance with Section 2.1.4.1.
- 5.3.2 The Contractor shall conduct a minimum of forty (40) 'In Our Own Voice' presentations per year, as described in Section 2.1.4.2.
- 5.3.3 The Contractor shall conduct a minimum of ten (10) 'Life Interrupted' presentations per year, as described in Section 2.1.4.3.
- 5.3.4 The Contractor shall provide twenty (20) public presentations per year, as described in Section 2.1.4.4.
- 5.3.5 The Contractor shall provide one (1) Mental Health First Aid training per year, as described in Section 2.1.4.5.

5.4 Suicide Prevention & Intervention Training

- 5.4.1 The Contractor shall conduct a minimum of four (4) education and awareness events per year, as described in Section 2.1.5.1.
- 5.4.2 The Contractor shall conduct a minimum of two (2) key service provider trainings lasting a minimum of six (6) hours each per year, as described in Section 2.1.5.2.
- 5.4.3 The Contractor shall provide a minimum of fifty (50) hours of technical assistance per year, as described in Section 2.1.5.3.
- 5.4.4 The Contractor shall provide train-the-trainer trainings to a minimum of twelve (12) participants per year, as described in Section 2.1.5.4.
- 5.5 Suicide Post-Vention

Contractor Initials:

Date:

NAMI NH Exhibit A – Scope of Services Page 20 of 22

New Hampshire Department of Health and Human Services Suicide Prevention and Family Mutual Support





- 5.5.1 The Contractor shall provide a minimum two (2) 'post-vention' trainings per year to key service providers, as described in Section 2.1.6.1.
- 5.5.2 The Contractor shall provide a minimum of seventy-two (72) hours of technical assistance per year, as described in Section 2.1.6.2.
- 5.6 Survivors of Suicide Supports
 - 5.6.1 The Contractor shall provide a minimum of twenty-four (24) hours of technical assistance per year, as described in Section 2.1.7.1.
 - 5.6.2 The Contractor shall provide technical assistance, as described in Section 2.1.7.2, to a minimum of eight (8) groups per year.
 - 5.6.3 The Contractor shall publish and distribute a minimum of three thousand (3,000) newsletters per year, as described in Section 2.1.7.3.
 - 5.6.4 The Contractor shall coordinate a minimum of eight (8) presentations per year, as described in Section 2.1.7.4:
 - 5.6.5 The Contractor shall retrain a minimum of fifteen (15) survivors of suicide loss speakers per year, as described in Section 2.1.7.5.
 - 5.6.6 The Contractor shall provide a minimum of one hundred (100) hours of support per year, as described in Section 2.1.7.6.
- 5.7 Military Culture Awareness Initiative
 - 5.7.1 The Contractor shall conduct a minimum of three (3) focus groups and five (5) interviews as described in Section 2.2.1.
 - 5.7.2 The Contractor shall coordinate a minimum of three (3) regional events, as described in Section 2.2.2.
 - 5.7.3 The Contractor shall conduct a minimum of one (1) State Conference, as described in section 2.2.3.
 - 5.7.4 The Contractor shall conduct a minimum of four (4) Mental Health First Aid trainings as described in Section 2.2.4.
 - 5.7.5 The Contractor shall conduct a minimum of one (1) LI training to six (6) unique participants, as described in Section 2.2.5.
 - 5.7.6 The Contractor shall conduct a minimum of one (1) IOOV training to six (6) unique participants, as described in Section 2.2.6.
 - 5.7.7 The Contractor shall conduct a minimum of one (1) Survivors of Suicide Loss training to six (6) unique participants, as described in Section 2.2.7.
 - 5.7.8 The Contractor, shall provide a minimum of seven hundred eighty (780) hours of technical assistance, as described in Section 2.22m.

Contractor Initials:

Date: 7/9/5

NAMI NH Exhibit A – Scope of Services Page 21 of 22





New Hampshire Department of Health and Human Services Suicide Prevention and Family Mutual Support

5.7.9 The Contractor shall provide a participant list of all participants attending activities in Section 2.2 within ten (10) days after each event occurring.

NAMI NH Exhibit A – Scope of Services Page 22 of 22 Contractor Initials:

Date: 7/9//5





Exhibit 8

Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.778 US Department of Health & Human Services, Balancing Incentive Program (BIP).
- The Contractor shall use and apply all contract funds for authorized direct and indirect. costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget through Exhibit B-5, Budget,
- 4. The Contractor shall not use or apply contract funds for capital additions or improvements. entertainment costs, or any other costs not approved by the Department.
- 5. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 5.1. Payments shall be made on cost reimbursement basis only, for allowable expenses and in accordance with Exhibits B-1, Budget through Exhibit B-5, Budget.
 - 5.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1. Budget through Exhibit B-5, Budget.
 - 5.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 5.4. The Contractor shall submit supporting documentation and required reports in Exhibit A. Scope of Services, Section 4, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget through Exhibit B-5, Budget for the previous month by the tenth (10th) working of the current month.
 - 5.5. The invoices for services oullined in Exhibit B-1, Budget, through Exhibit B-5 Budget shall be submitted preferably by e-mail on Department approved invoices to:

Nina McLean, Program Specialist IV Bureau of Behavioral Health Department of Health and Human Services 105 Pleasant Street Concord, NH 03301 nmclean@dhhs.state.nh.us

- 5.6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- 6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
- 7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Contractor Initials:





New Hampshire Department of Health and Human Services Suicide Prevention & Family Mutual Supports

Exhibit B

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor thitials: M

NAMI NH Exhibit B Page 2 of 2 New Hampehire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

SigdenFregress Harre: MAJS New Hampshire

Budget Request for Family Mutual Support Services

Bedget Period; July 1, 2915-June 30, 2916

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NAMI New Hampshire Europic Au 1 (Tage 4 of 3 Cords octor bucker

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

BlaidedPressan Name: MAM New Hampshire

Budget Request for: Suicida Prevention

Budget Period: July 1, 2015-June 35, 2916

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Exhibit 6-3 Sweet

New Hempshire Department of Health and Human Services
/ COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

BidderfFregrem Name: RAMI New Hompshire

Budgel Request for: Military Cultural Awareness

Rudget Paried: July 1, 2015-June 38, 2616

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NAMI New Hampshire Exhant B-3 Page 1 of 1 Cuin rate trans [M]

New Hampshire Department of Heelth and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Hame: HAM New Hampshire

Budget Request for: Family Muteral Support Services

Budget Period: July 1, 2015-June 30, 2017

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New Hampshire Department of Health and Human Services
COMPLETE ONE GUDGET FORM FOR EACH BUDGET PERIOD

Biddenffregram Hame; HAMI Mrw Hampshire

Budget Request for; Suicide Prevention

Dudger Period: Jely 1, 2015-June 39, 2017

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New Hampshire Department of Health and Human Services Exhibit C





SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility
 of individuals such eligibility determination shall be made in accordance with applicable federal and
 state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 6. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs:

Contractor Initials

Date 7/9/16





7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services; the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

3.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services; and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Contractor Initials

Date 7/9//5



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New Hampshire Department of Health and Human Services Exhibit C





Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress loward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - The preparation of this (report, document etc.) was financed under a Contract with the State 13.1. of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production. distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or quidelines. posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, bylaws and regulations.
- 16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Exhibit C - Special Provisions

Page 3 of 5.

of Health and Human Services Exhibit C





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an _____ EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

- 17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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New Hampshire Department of Health and Human Services Exhibit C





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities; and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

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As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

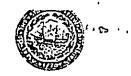
SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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t of Health and Human Services Exhibit C-1





REVISIONS TO GENERAL PROVISIONS

"""Subparagraph 4 of the General-Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

- CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000; and
- 4. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Exhibit C-1 - Revisions to Standard Provisions

Contractor Initials

Date : 7/9

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Page 1 of 1



New Hampshire Department of Health and Human Services Exhibit D





CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part.II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street, *
Concord, NH 03301-6505

- The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Contractor Initials Date 79/5

Exhibit D - Certification regarding Drug Free
Workplace Requirements
Page 1 of 2





has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- Taking one of the following actions; within 30 calendar days of receiving notice undersusubparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (fist each location)

Check I if there are workplaces on file that are not identified here.

Contractor Name:

Name: KENNETH.

Title: EXECUTIVE TORKETOR

Exhibit D - Certification regarding Drug Free Workplace Requirements
Page 2 of 2

Contractor Initials / /////



New Hampshire Department of Health and Human Services Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- The undersigned shall require that the language of this certification be included in the award
 document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants,
 loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

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Name: KENNETH NORTON Title: EXECUTIVE DIRECTOR

Exhibit E - Certification Regarding Lobbying

Page 1 st 1

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower lier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for tower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials

Date 7/9//



New Hampshire Department of Health and Human Services Exhibit F





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Name: KENNETH NORTON Title: EXECUTIVE DIRECTOR

Exhibit F - Certification Regarding Debarment. Suspension And Other Responsibility Matters
Page 2 of 2

Contractor Initials ////
Date 7/9/13





CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42-U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination:
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38:(U.S. Department of Justice Regulations Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Mondiscrimination, Equal Treatment of Falsi-Based Organizations and Whistletinum protections

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Date 7/1/



New Hampshire Department of Health and Human Services Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Name: KENNETH NORTON

Tille: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials

nason: Equal Treinyent of Faith-Based Organizations in

6/27/14 Rep. 100/1/14

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Date 7/9//